



ENVIRONMENTAL RESTORATION, LLC

USEPA REGION 8
Request for Proposal GK8-77
Interim Water Treatment System
Due Date August 26, 2015

Request for Proposal
RFP# GK8-77WTP
Interim Water Treatment Plant

Gold King Mine
Cement Creek Mining District, Silverton, Colorado

For

United States Environmental Protection Agency Region VIII
Emergency and Rapid Response Services Contract
Task Order # 77

August 21, 2015



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1.0 General Scope of Work

The U.S. Environmental Protection Agency (EPA) has tasked Environmental Remediation, LLC (ER) under ERRS Region 8 Contract Number EP S81302, to procure and manage the installation, operation and maintenance of an interim water treatment plant (IWTP) designed to manage water discharged from the Gold King Mine – 7 Level adit in San Juan County near Silverton, Colorado.

The successful bidder / subcontractor shall mobilize all labor, material, equipment, and supplies necessary to perform as directed by ER/ EPA. This is an emergency response action and the bidders schedule to mobilize, install, and begin operations will be an award criteria.

ER shall award a performance subcontract as a result of this solicitation. The successful bidder will be selected based upon best value encompassing a technical evaluation of the proposal performed by EPA, presented demonstrated experience with similar projects of scope and size, schedule, operational and maintenance requirements, and cost.

1.1 Site Background

The Upper Gold King Mine – 7 Level portal is located at elevation 11,450 feet on the north side of the North Fork Cement Creek, approximately eight miles north of Silverton, Colorado. During an investigation phase the material holding back the mine pool failed and released an estimated 3 million gallons of water. The mine is currently discharging approximately 500gpm of water (recent analysis included as Attachment E) that requires treatment to raise pH and remove dissolved metals and suspended solids.

1.2 Definition of Terms

- ☐ **ARARS** - Applicable or Relevant and Appropriate Regulations
- ☐ **Bidding Documents** – The Request for Proposal, Instructions to Bidders, the Bid Forms, proposed subcontract forms
- ☐ **Bonds** – Performance and Payment Bonds
- ☐ **Contractor** – Environmental Restoration LLC (ER)
- ☐ **EPA OSC** – U.S. Environmental Protection Agency, On-Scene Coordinator
- ☐ **Generator** - U.S. Environmental Protection Agency, Region VIII (EPA)
- ☐ **Liquidated Damages** – Damages of compensation for breach of schedule
- ☐ **Response Manager** – Environmental Restoration LLC's Site Specific Project Manager (RM)
- ☐ **Subcontractor** - The successful bidder which will perform all work on site
- ☐ **Work** - The term Work includes all engineering, labor, materials, equipment, services, and incidentals necessary to successfully complete the specifications described in this Request for Proposal and in the ERRS Region VIII Subcontract Agreement

2.0 Description of Work

The work as bid is a performance specification provided to selected bidders.

2.1 The performance specification includes:

- ☐ Providing system design as part of the bid along with project schedule and other defined elements including construction and O&M price. The system must be fully operational within 21 days of contract award.
- ☐ The successful bidder will be tasked with mobilizing needed equipment, materials, supplies and labor force as required to install, troubleshoot and demonstrate system is fully operational as per their provided schedule.



- ☐ The system will be constructed using standard work practices fully compliant with all local, state, and federal laws.
- ☐ The bidder shall be responsible for identifying and procuring all power and utilities need by their proposed design
- ☐ All workers shall be OSHA compliant to work on hazardous waste sites
- ☐ Once system is completed demonstrated functional, as judged by meeting the performance specifications and acceptability to the ER and USEPA, the winning bidder will provide Operations and Maintenance Manual that provides clearly written operations and maintenance procedures, schedules and a source for all required materials
- ☐ Included within their bid, the bidder shall include O&M of the facility in a fixed weekly cost. This price will be compared to O&M as provided by ER. There is no guarantee that the bidder will provide O&M services. A bidder's inability to provide O&M will not be reason to disqualify their bid, All bidders shall anticipate, and include in their pricing, a representative maintaining a presence onsite to supervise O&M, regardless of who is performing O&M, for 4 weeks.
- ☐ Following construction all construction equipment and debris will be removed
- ☐ Liquidated Damages of \$5,000.00 per day will be assessed against the successful contractor's ability to meet the milestones established within their schedule, as submitted during the bid process.

The construction location will be in Gladstone, Colorado. ER will grade the location and develop access for 18-wheel trucks. Requirements and proposed access to power, location dimensions and truck access need to be clearly identified in proposals. Mine water will be conveyed to the treatment plant in a 6" HDPE feed line. There will be a secondary backup feed line, so the facility will need to be plumbed, and valved, allowing access to both. ER will be responsible for getting the water to the IWTPs inlet at a pressure (psi) specified by the bidder.

ER will manage all wastes generated during operation of the IWTP including provision and removal of waste containers. Bidders should identify the expected solids generation within their proposal.

The Scope of Work for the project includes; providing a Health & Safety Plan for installation and operation, payment and performance bonds, liquidated damages, participation in site meetings as needed, obtaining all required licenses and permits (local, state, federal, other), mobilization, structural installation, technical oversight, weekly reporting, structural operations and demobilization. If it is the bidder's intention to turn over operations to ER, contractor personnel must remain on site for up to four weeks, or until the ER provided operators are fully trained, the IWTP is fully operational and functioning satisfactorily. Additionally, 24/7 phone support is required.

If waste material (mentioned above) is to be shipped off site ER will provide this task in compliance with EPA's CERCLA off-site rule and all existing laws and regulations of the United States, State, County, Township or other Governmental agency, where applicable. All offsite disposal including manifesting, documentation, and final disposition shall be performed by the ER Response Manager and signed and approved by the EPA OSC prior to removal and transportation for disposal.

During work activities, the subcontractor shall remove from the vicinity of the work and haul all rubbish, trash, garbage, and construction debris to an approved disposal site.

2.2 ARARs

Personnel on site will follow all pertaining ARARs in reference in performing work on this site.



3.0 Project Technical Requirements

EPA has directed ER to procure an interim water treatment plant for the treatment of mine discharge for an emergency response action at the Gold King Mine Site in Colorado. The system will be located in Gladstone, Colorado. The objective of the treatment system is to provide for neutralization of the discharge; high percentage removal of the solids and metals through flocculation and coagulation; elimination of any color within the discharge; and containerization of manageable solids for offsite disposal. Maintaining neutral effluent pH is critical. The system must be mobilized and operational within 21 days of award. The system must be able to be operated all year at an elevation of approximately 10,500'. The location is on a county road that is maintained. Extreme cold and heavy snow are to be expected and planned for. The system must be self-contained as there are no amenities on site. Due to the immediate need for mobilization of the system, redundancy and the ability to address operational contingencies without delay is critical. Another type of treatment technology may be proposed if the vendor believes it is superior to the above technology. Vendor must provide past full scale experience with similar site characteristics on a minimum of three past projects along with references and contact information. Bidder should be familiar with FAR 52.229 – Buy American Act in securing materials for the project.

3.1 Known Parameters of Mine discharge:

- ☐ Flow rates of approximately 600 gallons per minute (gpm) +/- with possible surges to 1200 gpm
- ☐ Influent pH near 3
- ☐ At times heavy suspended and dissolved solids
- ☐ Yellow to gold color at certain events
- ☐ Metals associated with mine leachate
- ☐ Very cold winter temperatures, currently (August 2015) in the 40-70 Fahrenheit range with winter temps possible below -20F.

3.2 Current Onsite Treatment (to be suspended once IWTP operational):

- ☐ Addition of 25% sodium hydroxide
- ☐ Addition of lime
- ☐ Addition of (Brennfloc polymer)
- ☐ 5 small settling ponds before discharge

3.3 General Objectives of Mobile Treatment System

Desired Effluent

Neutral pH effluent

- ☐ Remove dissolved and total solids
- ☐ Remove metals
- ☐ Eliminate any color
- ☐ Obtain high percent reduction of constituents (metals) within leachate
- ☐ Operate without upsets, direct discharge is in Cement Creek which drains to the Animas River
- ☐ Other Operating conditions
 - o Treat flow rates that vary from 600 gpm to 900gpm. Current baseline is approximately 600gpm. It is also possible the flow could drop to as low as 200.
 - o Operate at all temperature extremes
 - o System must be self-contained including but not limited to power, water, fuel and treatment additives
 - o As this is a time critical emergency response all necessary data and engineering specifications are not available. This request for proposal is based upon the understanding



that questions and comments will be an ongoing conversation between the Contractor and the vendor.

3.4 Technical Proposal Requirements

Bidders should submit a proposal that includes a presentation of similar projects of 3 minimum of similar scope and size. Projects identified at a minimum shall include:

- ☐ Description of project, type of contract, client and contact information for client reference with knowledge of firm's role and verification of information provided.
- ☐ Role of firm (primary contractor, team member or subcontractor).
- ☐ The work self-performed by the firm (dollar value, field man hours, percentage of work).
- ☐ The projects current percentage complete, billings to date and performance time period.
- ☐ Accident record for the project as a whole for work self-performed.
- ☐ Indicate whether DBA applied.

Bidder shall identify personnel to be assigned to this work, list of key personnel and their appropriate training credentials, identify personnel to be primary or subcontracted and with which firm, additionally identify any support required by ER personnel and equipment.

Bidder shall identify any lost time accidents the Bidder has had within the past year. If so, how was the accident investigated and how were corrective actions implemented. Identify any stop-work notices for health and safety. Bidder should identify their current EMR rating.

Bidder shall clearly define approach and methodology to meet expectations and requirements of the project. Additionally the following shall be addressed:

- ☐ Define how subcontractor is capable of achieving the general objectives
- ☐ Identify what type of system is being recommended
 - ☐ Provide System Flow Diagram
 - ☐ Provide Schematic of System detailing holding and treatment tank sizes, additive stations and mechanics, pipe sizes, proposed max and min flow rates, pump sizes, etc.
 - ☐ Provide Winterization or Enclosure Diagrams
- ☐ Project Schedule defining the following Milestones:
 - ☐ Project Award
 - ☐ Mobilization of All materials and equipment by component
 - ☐ Construction Complete
 - ☐ Shakedown of System with
 - ☐ Demonstration of Meeting Discharge Specifications
 - ☐ System Complete
- ☐ Identify what type of redundancy will be built in and what contingencies is the subcontractor prepared to handle
- ☐ Identify what system is in place for anticipated flow rates
- ☐ Define if system currently available or would need to be built
- ☐ Identify timeframe to mobilize and be fully operational
- ☐ Identify size of footprint required for system
- ☐ Identify treatment chemicals to be utilized (SDS required)
- ☐ Identify analytical requirements held to on previous projects. Provide pre and post treatment data on similar sites.
- ☐ Identify how and where pH will be monitored
- ☐ What percent reduction of constituents within the influent can be achieved
- ☐ Identify personnel intent. Will personnel be mobilized in or hired locally and trained.



- ☐ Identify if subcontractor would prefer ER manage daily operations after training by subcontractor personnel
- ☐ Identify if personnel are available 24/7 for consultation and process for access
- ☐ Identify if the system will be self-contained
- ☐ Identify support expected from ER
- ☐ Identify power required for system require
- ☐ Identify how system will be maintained through the winter months
- ☐ Identify if a building will be required to operate system during winter conditions
- ☐ Identify how system upsets will be handled
- ☐ Identify how sludge will be handled, dewatering, solidification, etc.
- ☐ Identify how sludge will be disposed of
- ☐ Identify what laboratory services will be provided to demonstrate compliance
- ☐ Identify type of container to be utilized for the collection of solids and how often it will be required to be replaced Note: ER will provide and remove/replace containers provided they are a standard item.
- ☐ Identify any teaming partners and subcontractors by role and responsibility. Please provide proof of agreements.
- ☐ Identify plan for Environmentally Friendly Practices/Sustainability such as:
 - o Employing vehicles with cleaner fuels (e.g., ultra-low-sulfur diesel and/or fuel-grade biodiesel);
 - o Utilizing inflow for power generation;
 - o Employing vehicles which meet the most stringent EPA Tier non-road emission standards;
 - o Performing routine inspections and preventive maintenance;
 - o Using environmentally friendly lubricants if feasible;
 - o No-idle practices;
 - o Minimize distance traveled;
 - o Enhanced project planning and coordination to minimize field mobilizations;
 - o Where practicable, incorporate renewable or alternative sources of energy or equipment targeting overall reduction in energy;
 - o Maximize use of local vendors; Purchasing renewable energy supply through local utility programs;
 - o Using environmentally preferable products (e.g., compact fluorescent lights or LEDs, recycled products, environmentally friendly electronics, etc.); and
 - o Electronic transmission of documents when feasible

4.0 Project Schedule

Bidders shall provide a schedule of written narrative sequencing tasks with dates beginning with Notice to Proceed through to completion, which will be used to track progress. Also state assumptions that went into the schedule; work hours/ days, holiday, rain-days, etc.

Schedule delays resulting from construction of designed structures or verification by others that design specification were not met are the responsibility of the Subcontractor and shall not constitute changed conditions, reimbursement of any type, or release from liquidated damages. Any downtime resulting from construction of designed structures and verification by others that specifications were not met should be reflected in the project schedule.

The subcontractor shall begin mobilization as defined within their proposed schedule once a Notice to Proceed is issued by ER to the awardee.



5.0 General Services

ER, under the U.S.EPA Region VIII ERRS Contract will serve as Prime Contractor for all site remediation activity. The bidder will be operating as a Subcontractor to ER. Other government contractor's onsite may include Weston Services, as U.S.EPA Region 8's START Contractor and/or others as deemed warranted by USEPA.

For the remainder of this section "Subcontractor" means winning bidder of this RFP.

Daily progress meetings will be held on site to discuss the following topics:

- ☐ Current project status and schedule;
- ☐ Impacts to schedule;
- ☐ The agreed program of future work, including the subcontractor's proposed action to complete the work on time; and
- ☐ Actions to be taken to remedy delays.
- ☐ Weekly written reports (via email will be required to be submitted to the RM).

6.0 Project Specific Requirements

6.1 Cleanup. The subcontractor shall at all times keep the construction area free from accumulations of waste material or rubbish resulting from his work. Upon completion of the work, the subcontractor shall remove from the vicinity of the work and haul all rubbish, trash, garbage, and construction debris to an approved disposal site. Additionally, the subcontractor shall remove from the vicinity all unused materials, and the like, belonging to the subcontractor or used under the subcontractor's direction during construction.

6.2 Pricing Format. Pricing will be based on Attachment B Schedule of Pricing.

6.3 Disposal. ER shall be responsible for disposal of any and all "contaminated waste streams" generated by the Gold King IWTP.

7.0 Project Terms and Conditions

7.1. General. The Subcontractor shall provide all engineering, analytical, labor, materials, and equipment necessary for the scope of work provided above per the following specification attachments and references. No other work shall be performed unless written direction is provided by the authorized ER representative in the form of a Change Order.

The Subcontractor shall research and meet all requirements of the State of Colorado as to design and construction laws, and fully investigate and comply with the need / potential need for a Professional Engineer's review and stamp for project plans. This review shall be fully represented in your submitted schedule and costs.

All FAR Flow-Down Clauses as related to ER's Prime Contract Apply to the Subcontract. It is Subcontractors responsibility to understand and comply with all such language.

7.2 Insurance Requirements

SUBCONTRACTOR agrees to provide and maintain at its own expense, insurance covering the Work and all liabilities assumed under the Agreement and to furnish certificates of insurance from its insurance carrier, showing that SUBCONTRACTOR carries insurance in the following minimum limits:

- (a) Required insurance for all scopes of work:



- (i) Worker's Compensation, including coverage under United States Longshoremen's and Harbor Worker's Act where applicable, at the statutory limits for the state or states in which the Work is to be performed. Employer's Liability insurance in the amount of \$1,000,000.
 - (ii) Commercial General Liability insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage, including product liability, completed operations, independent contractors, contractual liability and, where applicable, coverage for damage caused by blasting, collapse or structural injury and/or damage to underground utilities.
 - (iii) Automobile Public Liability in the amount of \$1,000,000 per occurrence for bodily injury and property damage, including owned, rented and hired automobiles.
 - (iv) Excess (Umbrella) Liability coverage following form for (i), (ii), and (iii) above, with a combined single limit for bodily injury and property damage of not less than \$5,000,000.
- (b) Required insurance for specialized scope(s) of Work:
- (i) Should any of the Work involve inspection, handling or removal of **asbestos, lead and or mold**, SUBCONTRACTOR shall also carry **Asbestos, Lead and/or Mold Liability Insurance** in an amount not less than \$2,000,000 per occurrence/annual aggregate. The policy should be written on an "Occurrence Basis" with no sunset clause. Such insurance shall name ER and ER's Client specified in the Purchase Order and their subsidiaries and affiliates as Additional Insureds. The Certificates of Insurance must provide clear evidence that SUBCONTRACTOR's Insurance Policies contain the minimum limits of coverage and the special provisions prescribed in this clause. Upon request, subcontractors must also provide a certified copy of their insurance policy which provides specific coverage(s) for working with asbestos, lead and/or mold.
 - (ii) Should any of the Work involve **transporting hazardous substances**, SUBCONTRACTOR shall also carry Business Automobile Insurance covering liability arising out of the transportation of hazardous materials in an amount not less than \$2,000,000 per occurrence. Such policy shall include Motor Carrier Endorsement MCS-90.
 - (iii) Should any of the Work involve **treatment, storage or disposal of hazardous wastes**, SUBCONTRACTOR shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than \$5,000,000 per occurrence/annual aggregate.
 - (iv) Should any of the Work involve **investigation, removal or remedial** action concerning the actual or threatened escape of hazardous substances, SUBCONTRACTOR shall also carry Contractors Pollution Liability Insurance in an amount not less than \$2,000,000 per occurrence/annual aggregate. Such insurance shall be written on an occurrence basis with no sunset clause and provide coverage for both sudden and gradual occurrences arising from the work performed under this Agreement. If Completed Operations is limited in the policy, such Completed Operation Coverage shall be for a period of not less than three (3) years. Such insurance shall name ER and ER's Client, specified in each Purchase Order, and their subsidiaries and affiliates as Additional Insureds.
 - (v) Should any of the Work involve **professional services**, SUBCONTRACTOR shall also carry Professional Liability Insurance in an amount not less than \$2,000,000 per claim/annual aggregate. Such insurance shall be written on a claims made basis with no sunset clause and provide coverage for SUBCONTRACTOR's acts, errors and omissions arising from the



Work performed under this Agreement. Coverage must be maintained for a minimum of three (3) years following completion of the Work.

All such policies shall be in form and with insurance carriers acceptable to ER. SUBCONTRACTOR will cause ER and ER's Client to be designated as additional insured on all policies, except for Professional Liability, stating coverage is primary and non-contributory with any other insurance or self-insurance available to any additional insured and shall include a waiver of subrogation in favor of ER and ER's Client. SUBCONTRACTOR must provide ER with thirty (30) days prior written notice of cancellation or material change before cancellation or material change in the policy will be effective. The requirements contained herein as to types and limits, as well as ER's approval of insurance.

These insurance requirements are per each subcontractor utilized under this statement of work and the responsibility of the awardee to obtain from each subcontractor utilized by the awardee. Awardee shall submit to ER on behalf of any second tier subcontractor utilized.

7.3 Safety. The Subcontractor personnel and equipment shall comply with all safety requirements set forth in applicable State, Federal and local laws and regulations. The Subcontractor shall ensure that all its employees perform the work in a safe manner by conforming to the Subcontractors and ER's Health & Safety Plan.

The Subcontractor will be liable for any and all damages it causes to the premises and /or property including the costs due the any disruption of business operations to nearby facilities.

The Subcontractor shall obtain all permits, licenses, and other forms of documentation required for compliance with such laws and regulations.

The Subcontractor personnel and equipment shall comply with all safety requirements set forth in applicable State, Federal and local laws and regulations including the requirements in OSHA and OSHA. The Subcontractor shall ensure that its employees perform the work in a safe manner. The Subcontractor shall also supply all spill containment equipment, safety equipment and materials required to comply with this statement of work.

The Subcontractor shall adhere to the ER health and safety plan as well as provided site specific health and safety plan. The Site Health and Safety of all personnel is the number one priority for this and all ER projects and worksites. All other ER Health and safety rules shall be followed.

The Subcontractor's Health and Safety Plan must also incorporate all aspects of safety as it applies to providing a safe environment for traffic, residents, pedestrians, and the general local population.

7.4 Subcontractor Generated Waste. All efforts shall be made by the Subcontractor to minimize non-process waste generated during operations. Any unnecessary wastes generated and disposal expenses including associated costs will be the responsibility of the Subcontractor. The Subcontractor shall supply all spill containment equipment, safety equipment and materials required to comply with this statement of work.

Any chemicals brought to the site by the Subcontractor must be accompanied by an SDS. The Subcontractor shall be responsible for storage, and spill containment of any chemicals brought to the site.

In addition to any reporting requirements imposed by law, the Subcontractor shall report to the Response Manager all spills and personnel exposures involving any waste from this site. Such reports for these incidents shall first be reported by telephone or personal contact immediately, or in no event longer than 24 hours following discovery of the incident and followed up in writing no later than seven days after the initial



report.

7.5 Personnel. The Subcontractors work and tasks shall be given the constant attention and diligence necessary to facilitate the successful progress thereof, and shall cooperate with the ER's RM and the EPA's representative in every way necessary to the successful completion of the project.

The Subcontractor shall have at the job site at all times as his agent a competent superintendent thoroughly experienced with the scope of work involved, and capable of executing directions of ER without delay, and to promptly supply such materials, equipment, tools, labor and other incidentals as may be required. The Superintendent shall be an agent of the Subcontractor and shall be authorized by the Subcontractor to propose and execute change orders.

The Subcontractor will only provide qualified workers who have the necessary training and experience as required by the site specific Health and Safety Plan. If a Subcontractor employee does not abide by the specific project requirements, they shall be immediately discharged from the site and not allowed to return unless authorized by ER. Replacement cost from anyone discharged from the site shall not be a cost to ER.

7.6 Work Hours. Bidders will be expected to define work days within their narrative of schedule. Typical hours during installation will be 0700-1730. Additional hours will be at the discretion of the ER RM. The IWTP will be expected to run 24/7 after installation.

8.0 Administrative / Project Specific

The following conditions apply in addition to the work agreement.

8.1 Wages. All work activities performed at the site shall be considered Davis Bacon Act work (see attached DBA Wage Determination), unless described as Service Contract Act work by ER. This includes all sub-tiers. Final definition of SCA / DBA work elements will be defined at the site walk or through later email correspondence. Certified payrolls are required to be submitted weekly.

8.2 Reports. Daily and Weekly Work Reports; The Subcontractor will be required to maintain and submit a daily activity log which, at a minimum briefly describes the work performed each day, a list of labor and equipment used, and any problems encountered. Final format of the Daily plan will be based on winning bidders example (as required as part of the technical submittal).

8.3 Flow-down Provisions. The attachments to the RFP contain ER's general conditions and government-required Flow-down clauses that are applicable to all Subcontractors including sub-tiers. Please review this document carefully and return them signed with your bid. Failure to complete all Attachments of the RFP may cause the proposal to be considered non-responsive.

8.4 Bonds. The Subcontractor shall provide Treasury Listed performance and payment bonds with ER as listed shall be received within 5 days of NTP.

☐ 100 % performance and payment bonds of the total bid amount

8.5 Permits. Subcontractor warrants that it has in effect and will maintain all permits, licenses, governmental authorizations and approvals required for the scope of work.

8.6 Lien Waivers. Subcontractor shall submit executed lien waivers for any and all vendors along with invoices for payment. Payment will not be made until lien waivers are received.



9.0 Pre-Bid Meeting and Site Showing

Due to the emergency nature of this procurement, an official pre bid site visit is not practical. Bidders who wish to visit the site are encouraged to make their own arrangements by contacting Matt Francis at 303 994 6611.

10.0 Receipt of Proposal

Bids are due **August 26, 2015 at 3:00 PM MST**. Pricing shall be submitted on the attached Schedule of Pricing form attached to this RFP. Fax or e-mail bids shall be accepted with the original to follow via regular mail. Pricing is required to be effective the duration of the contract.

A late proposal or modification of proposal may be grounds for elimination as a viable bid. Alternate proposals may be submitted but schedule may dictate little or no review of alternates.

Please be advised it is the subcontractors' responsibility to ensure that questions, if any, and bids are received by ER. ER assumes no responsibility for lost, miss-communicated, and/or miss-mailed bid documents.

Submit Proposals to: Environmental Remediation LLC
1666 Fabick Drive
St. Louis, MO 63026
Attention: Jan Rick, Purchasing

636.680.2416 Phone
636.680.2466 Fax
E-mail to rfp@erllc.com

The technical proposal submitted shall be in sufficient detail to adequately describe the needed information but the content shall be limited to approximately 50 pages including all, text, tables, drawings and references, excluding specific plans defined and required as part of the proposal. Technical proposals may, at the submitter option, include calculations; equipment cut sheets, and other information that will support a given technical approach.

11.0 Award of Subcontract

Bidders should note this is an EPA time-critical removal project and that bidder's inability to provide an aggressive, but realistic, schedule and demonstrated ability to provide all required resources on schedule, will be considered during the evaluation process. Be advised this RFP does not guarantee the work will be performed, and makes no guarantee on quantities. The actual quantities may be greater than or less than the quantity specified in the Scope of Work.

ER reserves the right, without qualification, to accept or reject any and all quotations, to award a subcontract as a result of this RFP, and to request additional clarifying information through written information on addenda's. All quotations should be submitted with the most favorable pricing. ER intends on awarding a "Best Value" subcontract based on a combination of technical proposal, past performance, references, schedule, and price.

ER and the USEPA reserve the right to ask for additional details and clarify technical proposals. Under no circumstance is ER's award of a contract to be construed as 'approval' of a technology or approach by either ER or the USEPA. Meeting the performance specification defined within this RFP remains the sole responsibility of the successful bidder.

Any exceptions to the RFP may cause the proposal to be rejected. Please ask all questions prior to submission of proposals and allow ample time for response. Due to project time constraints ER does not envision extending the proposed "due date" for proposals.



By submitting a Proposal the Bidder agrees/consents that ER in determining the successful bidder and their eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, technical proposal, reputation in the industry, and other factors which could affect the Bidder's performance of the work.

This procurement can be delayed, cancelled or terminated for any reason. All bids may be rejected.

11.1 Subcontractor List

Each bidder shall list in the form provided in Attachment C, (1) the name and address of each Subcontractor proposed to perform any portion of the work described under this Request for Proposal if the total amount of the work exceeds 10% of the total Contract amount, and (2) the portion of the work to be performed by each Subcontractor.

12.0 Measurement and Payment

All items contained in the contract are herein defined and the manner and the method of measurement of any payment are described. The bid items on the Schedule of Pricing reflect the actual payment for all labor, equipment, materials and all other costs associated with the completion of the performance work and to be all inclusive of the complete scope of work. The costs shall include all incidentals such as engineering work, administrative work, mobilization, demobilization and miscellaneous costs.

Payment requests will be submitted and approved by the ER Response Manager based on the actual percentage of work performed in relation to performance and scheduled milestones. **Payments terms are 60 days after receipt and acceptance of a valid invoice.**

12.1 Measurement, Payment and Definitions

All items contained in the contract are herein defined and the manner and the method of measurement any payment is described. The bid items on the Schedule of Pricing reflect the actual payment for all labor, equipment, and materials in the project. Any work required for the successful completion of the work which is not itemized shall be considered incidental to the bid items.

Unbalanced bids, as determined through distribution of costs in historic costs using the same technology will either be returned for clarification or removed from consideration.

12.1.1 - Bid Item 1.0 Mobilization

Upon receipt of the Notice to Proceed, the Subcontractor shall furnish, mobilize and stage all equipment and materials necessary for constructing the IWTP. The subcontractor shall provide a Health and Safety Plan prior to beginning site work including any construction activities, and a Contingency plan including a Spill Prevention, Control and Countermeasures Plan, Pollution Prevention Plan prior to placing chemicals on the site.

Payment of full lump sum price bid will be made with the first monthly progress payment after completion of the work described above for mobilization.

12.1.2 - Bid Item 2.0 System Installation / Shakedown / Demonstration of Automated Operation

The subcontractor shall install all equipment, connect to the influent supply lines and establish operations. This task will be paid as a lump sum when all troubleshooting is complete, the system is running as designed and effluent meets acceptable conditions in accordance with the bidder's proposal as verified by EPA, and



the system and construction site passes final inspection. Weekly charges will begin AFTER the conditions of this bid item have been met.

Included within this line item are all costs all costs as defined within this RFP other than those not included in another line item.

12.1.3 - Bid Item 3.0 Weekly Operations and Maintenance Costs

Cost including all materials, labor and equipment for weekly operation of the IWTP 24/7 through all seasons. Costs should not include waste containers or disposal. Subcontractor should invoice this item no less than monthly. Bi-weekly invoices are preferred.

12.1.4 - Bid Item 4.0 Demobilization Cost

Cost including all materials, labor and equipment for demobilization in its entirety from the site.

12.1.5 - Bid Item 5.0 Bond Cost

The mandatory 100% Performance and Payment Bond price will be provided as a lump sum item and to be issued to ER within 5 business days of award. Additionally if for any reason the price were to increase additional bond coverage will be required.

13.0 Final Inspection

Before final acceptance, all ground occupied by the Subcontractor shall be cleaned of all rubbish, excess materials, temporary structures, equipment, and all parts of the work site shall be left in a neat and presentable condition. This work shall be done to the satisfaction of the ER Response Manager. A final inspection of the work site shall be done by the ER Response Manager and the Subcontractor for final acceptance of the work.

A final punch list shall be made by ER and the Subcontractor during the final inspection which will detail to fully outline to the Subcontractor:

- ☐ Work to be completed, if any;
- ☐ Work not in compliance with the drawings or specifications, if any;
- ☐ Unsatisfactory work for any reason, if any.

Any deficiencies found during this final inspection shall be identified in writing from the ER Response Manager, and corrected immediately by the Subcontractor.

Final payment to the Subcontractor shall be made in accordance with the ER work Agreement and receipt of lien waivers.

Attachment A
GOLD KING INTERIM WATER TREATMENT SYSTEM
AND
PROPOSAL ACKNOWLEDGMENT

To:	Environmental Remediation LLC	From:	
	1666 Fabick Dr.		(company name)
	St. Louis, MO 63026		(street address, city, state and zip)
			(telephone number)
Site Name: Gold King Mine Release GK8-77			
Location: Silverton , Colorado			

The Subcontractor proposes to provide all equipment, labor, materials, and equipment necessary for the scope of work provided above and per Request for Proposal G8-8-77-001 and all attached drawings and specifications relative to the terms and conditions provided for the consideration of the bid prices provided herein on the pricing schedule.

The Subcontractor agrees they have examined the RFP and the extent of the scope of work, have examined the provided drawings, specifications, attachments, and examined and understands all existing local conditions relative to site access, city codes and permits, hazards, labor, and any other conditions affecting, or which may be effected by, the scope of work.

(Signature)

(Date)



Attachment B

SCHEDULE OF PRICING

SCHEDULE OF PRICING				
RFP# GK8-77-001			Gold King	
ITEM	DESCRIPTION	EST. VOLUME	\$ PER UNIT	TOTAL
1.0	Mobilization	Lump Sum	\$	\$
2.0	System Installation / Demonstration of Automated Operation	Lump Sum	\$	\$
3.0	Weekly Operations and Maintenance	Lump Sum	\$	\$
4.0	Demobilization	Lump Sum	\$	\$
5.0	Bond Costs	Lump Sum	\$	\$
6.0	Total Cost (Items 1, 2 & 4)			\$
<i>Note: All charges, including up to five required onsite meetings for both superintendent and senior engineer, anticipated to be part of completion of the scope of work, should be included in the above bid. These charges include such items as all applicable taxes, license fees, handling fees, etc.</i>				
<i>Unbalanced bids, as determined through comparing bids to distribution of historic costs using the same technology, will either be returned for clarification or removed from consideration, at the sole discretion of ER.</i>				
Company Name:			Date:	
Project / Technical Contact:			Phone:	
EPA ID #:				

Please refer to RFP# GK8-77-001 regarding correspondence to your quotation. Any questions please contact the representatives below. Bid Due date defined within RFP.

Submit Proposals to: Environmental Restoration LLC
1666 Fabick Drive
St. Louis, MO 63026
Attention: Jan Rick, Purchasing

636.680.2416 Phone
636.680.2466 Fax
E-mail to rfp@erllc.com



ENVIRONMENTAL RESTORATION, LLC

USEPA REGION 8
Request for Proposal GK8-77
Interim Water Treatment System
Due Date August 26, 2015

Attachment C
SUBCONTRACTOR IDENTIFICATION LISTING



IDENTIFICATION OF SUBCONTRACTORS

	<i>Name of Subcontractor</i>	<i>Intended Service</i>	<i>Percentage</i>	<i>Dollar Value</i>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				



ENVIRONMENTAL RESTORATION, LLC

USEPA REGION 8
Request for Proposal GK8-77
Interim Water Treatment System
Due Date August 26, 2015

Attachment D
ER SUBCONTRACT AGREEMENT AND
VENDOR PACKAGE

**Environmental Restoration, LLC
Standard Subcontractor Agreement**

This is an Agreement made this _____ day of _____ in the year 20__ by and between Environmental Restoration, L.L.C. (ER), at 1666 Fabick Drive, Fenton, MO 63026 and _____ (CONTRACTOR) at _____

CONTRACTOR shall perform the services referred to below. The project to which such services apply is referred to herein as the Project and is described generally as follows:

ER has made an agreement (the Prime Agreement) with various Owners, which provides for furnishing professional services in connection with the Project. The part of the Project for which CONTRACTOR is to furnish services is hereinafter called "This Part of the Project." CONTRACTOR is responsible to render CONTRACTOR's services in conformance with prudent professional practice.

ER is the prime professional with respect to CONTRACTOR's services to be performed under this Agreement. CONTRACTOR is responsible for coordination of CONTRACTOR's services. All of CONTRACTOR's communications to or with Owner or ER's other contractors will be through ER. CONTRACTOR is ER's independent contractor for This Part of the Project, responsible for the means and methods used in performing CONTRACTOR's services, and is not a joint-venture with ER. CONTRACTOR shall at CONTRACTOR's expense obtain all data and information (other than that referred to in paragraphs 2.1 and 2.2) necessary for the performance of CONTRACTOR's services. CONTRACTOR is responsible to see that the documents prepared by CONTRACTOR and the services rendered by CONTRACTOR hereunder conform to regulations, codes and special requirements of the place where the Project is located.

SECTION 1 – ADDITIONAL SERVICES OF CONTRACTOR

When authorized in writing by ER, CONTRACTOR shall furnish services for This Part of the Project. As further additional services may be requested by ER, this Agreement will be supplemented by an Addendum to describe such additional services and indicate the method of compensation therefore. Only services expressly requested in writing by ER shall be authorized.

SECTION 2 – ER'S RESPONSIBILITIES

ER shall:

- 2.1 Furnish additional data relative to the requirements of This Part of the Project to CONTRACTOR as it becomes available.
- 2.2 Place at CONTRACTOR's disposal information prepared by others which is available to ER and which CONTRACTOR considers needed and pertinent to This Part of the Project.
- 2.3 Request Owner to guarantee access to and to make all provisions for CONTRACTOR to enter upon public and private property as required for the performance of services.

SECTION 3 – PERIOD OF SERVICE

CONTRACTOR recognizes and acknowledges that the services of ER and others involved in the Project are dependent upon the timely performance of CONTRACTOR's services. CONTRACTOR shall perform such services in the same character, timing and sequence as ER is required to perform ER's services under the Prime Agreement. Time is of the essence in regard to CONTRACTOR meeting all schedules set forth by ER.

SECTION 4 – PAYMENTS TO CONTRACTOR

4.1 Methods of Compensation.

Compensation shall be as set forth in the individual work authorizations.

SECTION 5 – GENERAL

5.1 CONTRACTOR shall, at CONTRACTOR's expense, furnish to ER all reproductions of CONTRACTOR's work and information required by ER for performance of ER's services under the Prime Agreement or for review of CONTRACTOR'S services while in progress.

5.2 CONTRACTOR warrants that its provision of all services under this Agreement will conform to the standards of care, skill and diligence normally observed by professionals in the provision of similar services as of the time CONTRACTOR provides such services.

5.3 *Insurance:* CONTRACTOR agrees to provide and maintain at its own expense, insurance covering the Work and all liabilities assumed under the Agreement and to furnish certificates of insurance from its insurance carrier, showing that CONTRACTOR carries insurance in the following minimum limits:

(a) Required insurance for all scopes of work:

- (i) Worker's Compensation, including coverage under United States Longshoremen's and Harbor Worker's Act where applicable, at the statutory limits for the state or states in which the Work is to be performed. Employer's Liability insurance in the amount of \$1,000,000.
- (ii) Commercial General Liability insurance in the amount of \$ 1,000,000 combined single limit for bodily injury and property damage, including product liability, completed operations, independent contractors, contractual liability and, where applicable, coverage for damage caused by blasting, collapse or structural injury and/or damage to underground utilities.
- (iii) Automobile Public Liability in the amount of \$1,000,000 per occurrence for bodily injury and property damage, including owned, rented and hired automobiles.

- (iv) Excess (Umbrella) Liability coverage following form for (i), (ii), and (iii) above, with a combined single limit for bodily injury and property damage of not less than \$5,000,000.
- (b) Required insurance for specialized scope(s) of Work:
- (i) Should any of the Work involve inspection, handling or removal of **asbestos, lead and or mold**, CONTRACTOR shall also carry **Asbestos, Lead and/or Mold Liability Insurance** in an amount not less than \$2,000,000 per occurrence/annual aggregate. The policy should be written on an "Occurrence Basis " with no sunset clause. Such insurance shall name ER and ER's Client specified in the Purchase Order and their subsidiaries and affiliates as Additional Insureds. The Certificates of Insurance must provide clear evidence that CONTRACTOR's Insurance Policies contain the minimum limits of coverage and the special provisions prescribed in this clause. Upon request, subcontractors must also provide a certified copy of their insurance policy which provides specific coverage(s) for working with asbestos, lead and/or mold.
 - (ii) Should any of the Work involve **transporting hazardous substances**, CONTRACTOR shall also carry Business Automobile Insurance covering liability arising out of the transportation of hazardous materials in an amount not less than \$2,000,000 per occurrence. Such policy shall include Motor Carrier Endorsement MCS-90.
 - (iii) Should any of the Work involve **treatment, storage or disposal of hazardous wastes**, CONTRACTOR shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than \$5,000,000 per occurrence/annual aggregate.
 - (iv) Should any of the Work involve **investigation, removal or remedial** action concerning the actual or threatened escape of hazardous substances, CONTRACTOR shall also carry Contractors Pollution Liability Insurance in an amount not less than \$2,000,000 per occurrence/annual aggregate. Such insurance shall be written on an occurrence basis with no sunset clause and provide coverage for both sudden and gradual occurrences arising from the work performed under this Agreement. If Completed Operations is limited in the policy, such Completed Operation Coverage shall be for a period of not less than three (3) years. Such insurance shall name ER and ER's Client, specified in each Purchase Order, and their subsidiaries and affiliates as Additional Insureds.
 - (v) Should any of the Work involve **professional services**, CONTRACTOR shall also carry Professional Liability Insurance in an amount not less than \$2,000,000 per claim/annual aggregate. Such insurance shall be written on a claims made basis with no sunset clause and provide coverage for SUBCONTRACTOR's ~~errors~~ and omissions arising from the Work performed under this Agreement. Coverage must be maintained for a minimum of three (3) years following completion of the Work.

All such policies shall be in form and with insurance carriers acceptable to ER. CONTRACTOR will cause ER and ER's Client to be designated as additional insured on all policies, except for Professional Liability, stating coverage is primary and non-contributory with any other insurance or self-insurance available to any additional insured and shall include a waiver of subrogation in favor of ER and ER's Client. CONTRACTOR must provide ER with thirty (30) days prior written notice of cancellation or material change before cancellation or material change in the policy will be effective. The requirements contained herein as to types and limits, as well as ER's approval of insurance

- 5.4 *Indemnification:* CONTRACTOR agrees to indemnify, defend and hold harmless ER, its members, managers, officers, directors, employees and agents (the "Indemnified Parties"), from and against any and all liability, claims, demands, suits, actions, proceedings, loss, costs, and damage of every kind and description, including attorneys fees, interest, court costs, and expenses, which may be brought or made against the Indemnified Parties, or any of them, and anytime whatsoever, because of injury or damage to persons (including claims for the death of any person or persons) or property, received or sustained by reason of any act or omission of CONTRACTOR, or its subcontractors or the work itself or any contingency arising therefrom.
- 5.5 *Successors and Assigns:* Neither ER nor CONTRACTOR shall assign, subject or transfer its interest in this Agreement without the prior written consent of the other. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their successors and permitted assigns. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than ER and CONTRACTOR and, to the extent specifically provided herein, to Owner.
- 5.6 *Governing Law:* This agreement shall be governed by the laws of the State of Missouri. Any action at law or other judicial proceeding arising from this Agreement shall be instituted only in St. Louis County Circuit Court, Clayton, Missouri and shall not be removed to Federal court, nor shall venue be changed to any other Circuit Court.
- 5.7 *Scope of Agreement:* This document, including the exhibits which are identified herein and attached hereto and which are hereby made a part hereof and incorporated herein by reference, constitutes the entire agreement between ER and CONTRACTOR. There are no conditions, agreements or representations between the parties except those expressed herein. This Agreement may only be altered, amended or replaced by a duly executed written instrument. It is not the intent of the parties to this Agreement to form a partnership or joint-venture.
- 5.8 *Termination of Agreement:* This Agreement may be terminated by either party upon two days written notice in the event of (i) substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party or (ii) change in the project scope or schedule by circumstances beyond the control of ER. If this Agreement is terminated, CONTRACTOR shall be paid for services performed to the termination notice date.
- 5.9 *Waiver:* Any waiver with respect to the provisions of this Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. No such waiver shall be construed a waiver of any subsequent breach or default.

- 5.10 *Counterparts:* This Agreement may be executed in any number of counterparts, each of which will be deemed an original as against any party whose signature appears thereon, but all of which together will constitute one and the same instrument. Any signature to this Agreement transmitted by facsimile or electronic transmission will be deemed an original signature hereto.
- 5.11 *Notices:* All notices required under this Agreement shall be given in writing to ER and Contractor at the address set forth in the initial paragraph of this Agreement. All such notices shall be personally delivered or sent by first-class mail, postage prepaid. Notices shall be deemed given when received and shall be deemed received when personally delivered or 48 hours after they are postmarked, if sent by mail.

SECTION 6 – SPECIAL PROVISIONS

- 6.1 CONTRACTOR shall be solely responsible for maintaining all safeguards for the safety and protection of all persons and property that may come in contact with CONTRACTOR'S work area. CONTRACTOR shall comply with all safety and health requirements of any federal, state or local safety, health, or environmental regulatory agencies as well as those safety and health requirements of ER or ER's clients and shall cause its employees and agents to so comply.
- 6.2 The parties hereto agree that ER is not and shall not be considered (i) the owner of hazardous materials, substances, or wastes; (ii) the operator of a waste management facility or (iii) the generator, storer, or disposer of hazardous or solid waste.
- 6.3 Where required by the nature of the work to be performed, CONTRACTOR will use on the premises only those employees who have been properly trained in the work to be performed. That training must include the OSHA required 40-Hour Occupational Safety Health Training for Hazardous Waste Operations course, and may also include certified first aid, cardiopulmonary resuscitation, or other training. 40-Hour HAZWOPER training certificates for any contractor employee on a job site must be furnished to ER upon request.
- 6.4 All work performed by CONTRACTOR, inclusive of its designated subcontractors, will be performed by persons authorized to work in the United States. CONTRACTOR will be responsible for and shall ensure that any legally-required verification of employment eligibility and identity are performed per federal immigration laws.

IN WITNESS WHEREOF the parties hereto have signed this Agreement effective as of the day and year first above written.

(Company)

(Name)

(Signature)

(Title)

(Date)

CONTRACTOR: ENVIRONMENTAL RESTORATION, LLC

(Name)

(Signature)

(Title)

(Date)



TO: ALL VENDORS/SUPPLIERS OF ENVIRONMENTAL RESTORATION, LLC
FROM: ER PURCHASING DEPARTMENT
SUBJECT: CREDIT INFORMATION, TERMS AND CONDITIONS, FORMS AND INVOICE SUBMITTAL

The following information is provided to help your company establish an account with Environmental Restoration, LLC (ER), specify terms and conditions, ensure compliance with federal requirements and with our government contracts, if applicable, and to facilitate ER paying in a timely manner.

Credit Information

Attached is credit information for ER. Please use this information as necessary to establish an account between ER and your company.

Terms and Conditions

ER's established payment terms are NET 60 Days from receipt of an approved invoice. If a Request for Quote (RFQ) was done for the procurement then the terms and conditions are stated in the RFQ. If no RFQ was issued, or terms and conditions were not discussed prior to award of a Purchase Order (PO)/subcontract, then the terms and conditions stated here are applicable. A sample PO is provided with ER's minimum terms and conditions. ER is not a tax exempt entity, vendor is responsible to report and pay all applicable sales tax or use tax as per state and federal laws.

Insurance: Vendor shall supply ER with a current certificate of insurance listing ER as additional insured **prior to performing any on-site or related services**. ER Insurance requirements are attached.

Forms

W-9: ER is required to obtain a completed W-9 from vendors to meet federal IRS regulations. The W-9 Form is attached to collect this required information.

Business Classification: ER is required to obtain a completed business classification certification to meet federal regulations. The Business Classification Form is attached to collect this required information.

Flow-Downs and Reps & Certs: ER is a government contractor and under our government contracts certain clauses and certifications are required to meet our contract obligations. Attached are Contract Clauses [Flow-downs] and Representations & Certifications [Reps & Certs] applicable to vendors working under these contracts. Please complete the attached forms in their entirety and submit as required to ER purchasing.

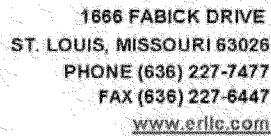
Other/Site Specific: If additional forms are needed, the project will provide this information in the RFQ or in written correspondence to the vendor.

Invoice Submittal

We want to pay you! We want to pay per the terms agreed to with your company. To facilitate this process, each invoice **MUST** have the correct ER Job Code/PO # listed on the invoice to ensure its timely receipt and distribution to approving personnel. If an invoice does not have this information, it may cause a delay in processing your invoice in a timely manner. So please help ER by making sure every invoice has the correct ER Job Code/PO #. ER job personnel will provide that information either verbally or on written award documents.

We look forward to a long and prosperous relationship with every vendor.

Company:	Environmental Restoration, LLC	
Address:	1666 Fabick Drive, Fenton, MO 63026	
Phone / Fax:	636-227-7477 / 636-227-6447	
Organized In:	State of Missouri in December 1997	
Federal Taxpayer ID:	43-1799942 <i>Note: Environmental Restoration, LLC is NOT TAX EXEMPT</i>	
DUNS #:	00-819-8421	
Company Contacts / Owners:	Dennis Greaney, President Steve Wilhelm, CFO James Davis, Vice President Mark Ruck, Vice President Russ Gullledge, Vice President	
Purchasing / Office Contacts:	Janice Rick, Purchasing Manager (j.rick@erllc.com) Shar Reinhold, Accounting Manager (s.reinhold@erllc.com)	
Bank Information:	<u>US Bank</u> 10 North Hanley, St. Louis, MO 63105 Phone: 314-505-8198; Fax: 314-505-8080 Contact: Ann Warren; Account #: 1891003251	
Trade / Credit References:	<u>Luby Equipment</u> Phone: 636-343-9970; Fax: 636-343-4811 Contact: Lawrence Caliman lcaliman@lubyequipment.com	<u>Enterprise Holdings</u> Phone: 314-506-4961; Fax: 800-503-7480 Contact: Scott Lanning Scott.R.Lanning@ehi.com
	<u>CNH Industrial Brand</u> Phone: 800-501-5711; Fax: 717-355-1166 Contact: Customer Service naretailopsdocumentmanagement@cnhind.com (Requests must be dated within 30 days of request & signed by ER)	<u>Bobcat of St. Louis</u> Phone: 636-225-2900; Fax: 636-225-4344 Contact: Linda Gaugh lgaugh@bobcatofstl.com
	<u>Campbell's Excavation and Hauling</u> Phone: 573-518-0404; Fax: 573-418-0407 Contact: George or Larry Campbell campbellexchauling@att.net	<u>Holiday Inn Express – Fenton MO</u> Phone: 636-349-4444; Fax: 636-305-1234 Contact: Allen Schneider allenschneider@gmail.com
Invoice Information:	<p>When submitting your invoice(s), please note the following information:</p> <ul style="list-style-type: none"> • ER job code / PO# must be on all invoices • Do not send multiple invoices to any office / RM / FCA • ALL invoices (1 copy <u>ONLY</u>) are to be mailed / submitted to: Environmental Restoration, LLC Attention: AP Department 1666 Fabick Drive Fenton, MO 63026 OR APDropbox@erllc.com <p><i>Please help ensure the payment terms of the RFQ are maintained by following the guidelines above for timely invoice payment.</i></p>	



Date
PO#:

SAMPLE PO

Contact: _____
Phone: _____
Fax: _____

Ship To: Environmental Restoration

> PLEASE NOTE: Environmental Restoration, LLC is not a sales tax exempt company.

- > All terms, conditions and instructions set forth in this transaction are stated on the face and reverse side of this Purchase Order.
- > All invoices must show the Job Code/PO# to be processed for payment.
- > Immediate or weekly invoicing is encouraged.
- > All invoices will be approved by ER for all services/materials received by the project before payment will be made
- > Terms start on date of an approved invoice
- > ALL INVOICES MUST BE RECEIVED WITHIN 90 DAYS OF THE COMPLETION OF EACH DELIVERY TO BE VALID FOR PAYMENT.

Date	Requestor	Job Code	Cost Code	Terms: 60 Days		
ITEM	MATERIAL, SERVICE, DESCRIPTION OF WORK	QTY	UNIT	PRICE	AMOUNT	
	Per RFQ #					

[illegible]

Date: _____

Revised 01/02/14

TERMS & CONDITIONS - ENVIRONMENTAL RESTORATION, LLC

AS CONTRACTOR, WHEN DEFINED AS SUCH, ON FACE OF THIS ORDER TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS: "Purchaser" is defined here in as ENVIRONMENTAL RESTORATION, LLC and "Seller" is defined as the person, firm or corporation to whom this order is issued. The word "Materials" means any materials, machinery, equipment, article, item or services provided for in this order.

2. ACCEPTANCE: This order, whether placed pursuant to Seller's quotation or otherwise, is placed only upon the express understanding that Seller's acceptance shall constitute acceptance of all of the terms and conditions specified herein. Any terms or conditions in Seller's quotation, acknowledgment, invoice or other forms which may add to, alter or differ from the terms and conditions specified herein shall not be considered as accepted by or binding upon Purchaser unless Purchaser expressly agrees to such terms or conditions in writing, nor shall such terms or conditions in any way operate to modify or change the full effect of the terms and conditions specified herein. This order shall be deemed accepted on the terms and conditions set forth herein by return of the enclosed acknowledgment copy, by return of Seller's invoice or by return of a separate written acknowledgment by Seller, (neither of which shall not alter, modify or amend any of the terms or conditions of this purchase order,) or by shipment of the materials with accompanying packing list or by performance of the work covered hereby, or by any combination of these events.

3. SHIPMENT: If upon receipt of this order or at any time thereafter it is found that the materials called for cannot be shipped (and/or the work called for cannot be completed) within the time specified in this order, advice must be given immediately to the Purchaser, 1666 Fabick Dr, St. Louis, MO 63026, by mail, fax or telegraph, of the best delivery (and/or completion date) possible. Failure to make shipment (and/or completion) on or before the date specified in this order shall entitle Purchaser at its option to cancel the order, without prejudice to any other rights Purchaser may have as a result thereof, provided that Purchaser's remedy shall be limited to cancellation of this order if Seller's failure to make delivery and/or to complete the order within the time specified is due to acts of God, fire, earthquake, flood, strike, acts of government or the public enemy, or other similar causes beyond Seller's control.

4. IMPROPER DELIVERY: Materials delivered in error will be returned at Seller's expense.

5. PACKAGING: All packing, boxing, crating or cartage, unless otherwise stated herein, shall be deemed to be included in the price of the materials provided for in this purchase order and no extra charge will be allowed therefore. Damage to any materials, not packed to insure proper protection will be charged to Seller.

6. PATENTS, COPYRIGHTS, TRADEMARKS AND TRADE SECRETS: The Seller shall defend at its expense and hold harmless Purchaser, its subsidiaries, agents, customers and users from any and all loss, damages or liability (including legal expense) for or on account of, or resulting from any claim of infringement of any existing or future patents, copyrights, or trademarks, or violation of any trade secrets, with respect to any of the items furnished under this Purchase Order. The fact that Purchaser furnishes specifications to Seller with respect to any of the items, shall neither relieve the Seller from its obligations hereunder nor limit the Seller's liability therefore, nor shall the same be deemed to constitute an undertaking by Purchaser to hold Seller harmless against any such claim which arises out of compliance with the specifications.

7. INSPECTION: All inspections and tests shall be made as required by the specifications issued by Purchaser, and copies of all test reports, test date, etc., in the number specified by the order shall be forwarded by Seller to Purchaser, at 1666 Fabick Dr, St. Louis, MO 63026. All materials purchased under this order shall be subject to inspection at the option of Purchaser, by Purchaser and/or Owner, at all reasonable times and places, both before, during and after manufacture, completion or delivery and Seller shall advise Purchaser ten days in advance, when the materials are ready for inspection. No such inspection, and no failure to inspect, shall relieve Seller of any responsibility or liability with respect to such materials nor be interpreted in any way to imply acceptance thereof by Purchaser, or imply waiver of any of the terms and conditions of this purchase.

8. WARRANTIES: All materials furnished by Seller pursuant to this order shall conform to the specifications, drawings, performance requirements, operation standards, designs or other descriptions contained in this order or furnished Seller thereof, shall be merchantable, of new and good material and good workmanship, free from defect in design, workmanship and material, and fit for the purpose intended. If any materials furnished by Seller do not comply with the foregoing warranties, and each of them, Purchaser shall have, in addition to all other remedies given by law, the right, within 18 months from date of shipment or 12 months from date of completion of the plant, whichever is shorter, either before or after payment, to refuse or revoke acceptance, to require Seller to repair or replace the materials at Seller's sole cost and expense, or to replace or repair the materials at Seller's sole cost and expense. Purchaser shall not be deemed to have waived any rights by allowing or requiring Seller to cure a breach of warranty by repair or replacement of materials or by itself repairing or replacing materials. The foregoing shall also incur to the benefit of Owner. The foregoing warranties of merchantability and fitness for the purpose intended are in addition to and not in lieu of any express warranties extended by Seller.

9. SPECIFICATIONS: Purchaser reserves the right at any time to make changes in specifications, drawings, operating standards, performance requirements, designs or other descriptions contained in this order or otherwise supplied Seller therefore. If such changes cause Seller an increase or decrease either in cost or time of performing this order, then an equitable adjustment in price and/or delivery date shall be made and this order shall be modified in writing accordingly. Seller shall make no substitutions under this order except upon the specific written authority of Purchaser.

10. INDEMNIFICATION: Seller agrees to indemnify and hold Purchaser harmless from any and all claims and liability, including expenses, including but not limited to, legal fees and court costs, for injuries or death to persons or damage to or destruction of property caused by or resulting from the acts or omissions of Seller, its agents, suppliers or employees in the performance of this order and defend at Seller's expense all suits or proceedings arising out of any of the foregoing. If work or services under this order are to be performed within the premises occupied or controlled by Purchaser or a customer of Purchaser, then Seller agrees as follows: (a) to accept the premises in their present condition as safe and satisfactory for the work or services to be performed; (b) to hold Purchaser and its customers harmless from all injuries, damages, and claims arising from such performance; (c) claims for damages, personal injury, or death to employees of Seller, Purchaser, or its customers, or any other persons, which may arise from performance of work or services covered by this order, whether performed by Seller or any subcontractor, or anyone directly or indirectly employed by either of them; and (d) to file certificates of such insurance with Purchaser, and to obtain Purchaser's approval of the adequacy of protection whenever so required.

11. INSURANCE COVERAGE: If services are required to be performed hereunder, Seller shall provide and maintain the minimum amounts of insurance set forth below unless otherwise required by Purchaser:

- Minimum of \$1,000,000.00 Comprehensive General Liability Insurance
- Minimum of \$1,000,000.00 Automobile Liability Insurance
- Workers Compensation Insurance - Statutory
- Environmental Restoration, LLC, shall be named as additional insured.
- A waiver of subrogation in favor of the additional insured
- Requirement that Environmental Restoration, LLC be notified in writing a minimum of 30 days prior to any change in, or cancellation of any or all of policy
- Date of certificate must be current and dated within 30 days of receipt by ER

12. TAXES: Seller hereby accepts exclusive liability for, and agrees to indemnify Purchaser against liability for, the payment of any and all contributions or taxes for unemployment insurance, old age pensions or annuities or other purposes now or hereafter imposed by the Government of the United States and/or by the Government of any State of the United States, which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by seller on work in performing this order.

13. FORCE MAJEURE: Neither party shall be liable for or deemed in breach hereof because of any delay in the performance of its obligations to the extent caused by circumstances beyond its control and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, terrorism, biological warfare, labor strikes, adverse weather conditions, or acts of God.

14. CONFIDENTIAL INFORMATION: Seller shall not disclose to any third party or use any confidential information concerning this Purchase Order or other material intended for use therewith without first obtaining the written consent of Purchaser. The Purchaser shall retain title at all times to such drawings, specifications, samples and other material, all of which, including copies thereof, upon request or upon completion of this order, shall be promptly returned to Purchaser. Any knowledge or information which Seller may disclose to Purchaser in connection with the purchase of any of the items shall not, unless otherwise specifically agreed upon in writing by Purchaser, be deemed to confidential information and shall be acquired free from any restriction as part of the consideration for this Purchase Order.

15. INVOICES: The invoice shall be dated and prepared on Seller's letterhead or standard invoice form and include, at minimum, the following information: (1) The Purchase Order number; (2) the quantity and description of Materials furnished, including dates of performance; (3) the unit price and total price for each element of cost, as well as the total invoice amount claimed, and; (4) copies of backup documentation to support costs invoiced. The invoice shall be submitted to the address indicated on the face of this Purchase Order. Reimbursement will be made within 60 days after Purchaser's receipt of acceptable invoice. There shall be no interest or fee assessed for delayed payments. Any Seller discount period payment terms begin upon Purchaser's receipt of an acceptable invoice.

16. TERMINATION: The Purchaser reserves the right to terminate this Purchase Order, or any part hereof, for its sole convenience. In the event of such termination, the Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Purchase Order, the Seller shall be paid a percentage of the Purchase Order price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Seller can demonstrate to the satisfaction of the Purchaser using its standard record keeping system, have resulted from the termination. The Seller shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Purchaser any right to audit the Seller's records. The Seller shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

17. TERMINATION FOR CAUSE: The Purchaser may terminate this Purchase Order, or any part hereof, for cause in the event of any default by the Seller, or if the Seller fails to comply with any Purchase Order terms and conditions, or fails to provide the Purchaser, upon request, with adequate assurances of future performance. In the event of termination for cause, the Purchaser shall not be liable to the Seller for any amount for supplies or services not accepted and the Seller shall be liable to the Purchaser for any and all rights and remedies provided by law. If it is determined that the Purchaser improperly terminated this Purchase Order for default, such termination shall be deemed a termination for convenience.

18. DISPUTES: Any dispute concerning a question of fact arising under this Purchase Order which is not disposed of by agreement shall be decided by Purchaser. Such decision shall be reduced to writing and a copy thereof furnished to Seller. The decision shall become final unless Seller notifies Purchaser in writing that it disagrees with said decision within 30 days of receipt of the decision. Pending a final decision of a dispute hereunder or appeal thereof, Seller shall diligently proceed with performance hereunder in accordance with the decision of Purchaser.

Seller may appeal a final decision by using alternative dispute resolution (ADR) procedures, which can avoid the acrimony normally resulting from adversarial litigation. The parties will first try to resolve any conflict by negotiating promptly in face-to-face negotiations conducted by a senior procurement representative of the Purchaser. If not resolved within 60 days, then the parties will agree upon a mini-trial process with the selection of a neutral advisor who will mediate the proceedings and if necessary, furnish an impartial said agreement. If mutual agreement by the disputing parties cannot be reached, the impartial opinion rendered by the neutral advisor will be binding. All expenses such as the cost of the neutral advisor or the hearing facility will be shared equally.

19. COMPLIANCE WITH LAW: Seller shall in the performance of the Purchase Order comply with all applicable laws, executive orders, regulations, ordinances, proclamations, demands and regulations of the Government, or of any state or local government authority which may now or hereafter govern performance hereunder.

20. GOVERNING LAW: This order shall be governed and constructed according to the laws of Missouri.

21. ENTIRE AGREEMENT: This Purchase Order and any attachments hereto constitutes the entire agreement and exclusive statement of terms between the parties with respect to the purchase and sale of the items hereunder and supersedes all previous communications, representations, or agreements between the parties with respect thereto. No alteration, modification or amendment of any of the provisions hereof shall be binding unless in writing and signed by Purchaser's authorized procurement representative.

END
Revised 01/02/14

Subcontractor/vendor/supplier shall supply ER with a certificate of insurance listing ER as additional insured **prior to performing any on-site services**. These **MUST** be on file with the Response Manager and Field Cost Accountant before any work is performed.

Minimum Insurance Requirements per subcontractor to Environmental Restoration, LLC:

- Minimum of \$1,000,000.00 Comprehensive General Liability Insurance
- Minimum of \$1,000,000.00 Automobile Liability Insurance
- Workers Compensation Insurance – Statutory
- Environmental Restoration, LLC, shall be named as additional insured
- A waiver of subrogation in favor of the additional insured
- Requirement that Environmental Restoration, LLC be notified in writing a minimum of 30 days prior to any change in, or cancellation of any or all of policy
- Date of certificate must be current and dated within 30 days of receipt by ER

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



BUSINESS CLASSIFICATION CERTIFICATION

Please review the business classifications defined on the attachment and complete the certification below. Check all categories, which apply to your business, sign, and date the certification.

Please return the completed certification (This page and the IRS Form W-9 attached) as soon as possible.

Today's Date:

Complete Company Name:

Company Address:

Phone:

Fax:

Completed By:

Title:

Federal Taxpayer ID #:

DUNS #:

Social Security #:

(if you do not have Taxpayer ID #)

CHECK ALL THAT APPLY

Large Business

☐

Veteran-Owned Small Business

☐

Small Business

☐

Service-Disabled Veteran Owned

☐

Women Owned Small Business

☐

Small Disadvantaged Business

☐

Certified HUBZone Small Business
(Please provide certification)

☐

If Small Disadvantaged Business, has it been certified as such by the SBA? YES ☐ NO ☐

If Small Business, please list NAICS codes that apply:

CLAUSES INCORPORATED BY REFERENCE

Except as otherwise provided herein, the SUBCONTRACTOR shall be bound by all applicable terms of the clauses issued by the Government (both in full text and referenced), which are included herein and made a part of this Agreement. Those clauses which are incorporated herein by reference shall have the same force and effect as if they were given in full text. Specifically, note that compliance with the Service Contract Act (SCA) and Davis Bacon Act (DBA) is required. Weekly submittal of certified payroll is required on DBA work.

The following Contract Clauses are by this reference incorporated herein, and Subcontractor agrees to incorporate the requirements of this Provision and the Clauses listed herein into any lower-tier subcontract or purchase orders.

Contract Clauses Incorporated by Reference and Applying to All ERRS Purchase Orders and Subcontracts

NUMBER	DATE	TITLE
FAR 52.202-1	JAN 2012	DEFINITIONS
FAR 52.203-3	APR 1984	GRATUITIES
FAR 52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
FAR 52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
FAR 52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
FAR 52.203-8	JAN 1997	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
FAR 52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
FAR 52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
FAR 52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
FAR 52.203-15	JUN 2010	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
FAR 52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
FAR 52.204-7	AUG 2012	CENTRAL CONTRACTOR REGISTRATION
FAR 52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006) DEVIATION
FAR 52.204-10	AUG 2012	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
FAR 52.208-9	OCT 2008	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES
FAR 52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005) DEVIATION
FAR 52.209-9	FEB 2012	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
FAR 52.210-1	APR 2011	MARKET RESEARCH
FAR 52.215-2	OCT 2010	AUDIT AND RECORDS—NEGOTIATION
FAR 52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
FAR 52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
FAR 52.215-11	AUG 2011	PRICE REDUCATION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS
FAR 52.215-12	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA DEVIATION
FAR 52.215-13	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS
FAR 52.215-14	NOV 2011	INTERGRITY OF UNIT PRICES
FAR 52.215-15	OCT 2010	PENSION ADJUSTMENT AND ASSET REVERSIONS
FAR 52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
FAR 52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
FAR 52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP
FAR 52.216-4	JAN 1997	ECONOMIC PRICE ADJUSTMENT – LABOR AND MATERIAL
FAR 52.216-7	JUN 2011	ALLOWABLE COST AND PAYMENT
FAR 52.216-18	OCT 1995	ORDERING
FAR 52.216-19	OCT 1995	ORDER LIMITATIONS
FAR 52.216-22	OCT 1995	INDEFINITE QUANTITY
FAR 52.216-24	APR 1984	LIMITATION OF GOVERNMENT LIABILITY
FAR 52.216-29	FEB 2007	TIME AND MATERIALS/LABOR – HOUR PROPOSAL REQUIREMENTS
FAR 52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
FAR 52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT
FAR 52.219-4	JAN 2011	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
FAR 52.219-6	NOV 2011	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
FAR 52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
FAR 52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
FAR 52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
FAR 52.219-28	APR 2012	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
FAR 52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS
FAR 52.222-3	JUN 2003	CONVICT LABOR
FAR 52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 2005)

Contract Clauses Incorporated by Reference and Applying to All ERRS Purchase Orders and Subcontracts

NUMBER	DATE	TITLE
FAR 52.222-6	JUL 2005	DAVIS BACON ACT
FAR 52.222-7	FEB 1988	WITHHOLDING OF FUNDS
FAR 52.222-8	JUN 2010	PAYROLLS AND BASIC RECORDS
FAR 52.222-9	JUL 2005	APPRENTICES AND TRAINEES
FAR 52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
FAR 52.222-11	JUL 2005	SUBCONTRACTS (LABOR STANDARDS)
FAR 52.222-12	FEB 1988	CONTRACT TERMINATIONS - DEBARMENT
FAR 52.222-13	FEB 1988	COMPLIANCE WITH DAVIS BACON AND RELATED ACT REGULATIONS
FAR 52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
FAR 52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
FAR 52.222-16	FEB 1988	APPROVAL OF WAGE RATES
FAR 52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
FAR 52.222-23	FEB 1999	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION
FAR 52.222-26	MAR 2007	EQUAL OPPORTUNITY
FAR 52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
FAR 52.222-35	SEP 2010	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS DEVIATION
FAR 52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
FAR 52.222-37	SEP 2010	EMPLOYMENT REPORTS ON DISABLE VETERANS AND VETERANS OF THE VIETNAM ERA
FAR 52.222-39	DEC 2004	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
FAR 52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
FAR 52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965
FAR 52.222-42	MAY 1989	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES
FAR 52.222-43	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
FAR 52.222-44	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT
FAR 52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
FAR 52.222-54	JUL 2012	EMPLOYMENT ELIGIBILITY VERIFICATION
FAR 52.223-2	MAY 2012	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS
FAR 52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
FAR 52.223-6	MAY 2001	DRUG-FREE WORKPLACE
FAR 52.223-7	JAN 1997	NOTICE OF RADIOACTIVE MATERIALS
FAR 52.223-9	MAY 2008	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS
FAR 52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
FAR 52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
FAR 52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
FAR 52.224-2	APR 1984	PRIVACY ACT
FAR 52.225-3	MAY 2012	BUY AMERICAN ACT – NORTH AMERICAN FREE TRADE AGREEMENT – ISRAELI TRADE ACT
FAR 52.225-9	SEP 2010	BUY AMERICAN ACT – CONSTRUCTION MATERIALS
FAR 52.225-11	MAY 2012	BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
FAR 52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
FAR 52.226-1	JUN 2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES
FAR 52.226-6	MAR 2009	PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS
FAR 52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
FAR 52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PAYMENT AND COPYRIGHT INFRINGEMENT
FAR 52.227-3	APR 1984	PATENT INDEMNITY
FAR 52.227-4	DEC 2007	PATENT INDEMNITY – CONSTRUCTION CONTRACTS
FAR 52.227-11	DEC 2007	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR
FAR 52.227-14	DEC 2007	RIGHTS IN DATA -- GENERAL
FAR 52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL ALTERNATE I
FAR 52.227-14	DEC 2007	RIGHTS IN DATA --GENERAL ALTERNATE II
FAR 52.227-14	DEC 2007	RIGHTS IN DATA --GENERAL ALTERNATE III
FAR 52.227-14	DEC 2007	RIGHTS IN DATA --GENERAL ALTERNATE V
FAR 52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
FAR 52.227-17	DEC 2007	RIGHTS IN DATA
FAR 52.228-2	OCT 1997	ADDITIONAL BOND SECURITY
FAR 52.228-7	MAR 1996	INSURANCE—LIABILITY TO THIRD PERSONS
FAR 52.228-11	JAN 2012	PLEDGES OF ASSETS
FAR 52.228-15	OCT 2010	PERFORMANCE AND PAYMENT BONDS
FAR 52.229-1	APR 1984	STATE AND LOCAL TAXES
FAR 52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES

Contract Clauses Incorporated by Reference and Applying to All ERRS Purchase Orders and Subcontracts

NUMBER	DATE	TITLE
FAR 52.230-2	MAY 2012	COST ACCOUNTING STANDARDS
FAR 52.232-1	APR 1984	PAYMENTS
FAR 52.232-7	FEB 2007	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
FAR 52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
FAR 52.232-11	APR 1984	EXTRAS
FAR 52.232-17	OCT 2010	INTEREST
FAR 52.232-18	APR 1984	AVAILABILITY OF FUNDS
FAR 52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
FAR 52.232-20	APR 1984	LIMITATION OF COST
FAR 52.232-22	APR 1984	LIMITATION OF FUNDS
FAR 52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
FAR 52.232-25	OCT 2008	PROMPT PAYMENT
FAR 52.232-32	APR 2012	PERFORMANCE-BASED PAYMENTS
FAR 52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION DEVIATION
FAR 52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION DEVIATION
FAR 52.232-99	AUG 2012	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS
FAR 52.233-1	JUL 2002	DISPUTES
FAR 52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
FAR 52.233-3	AUG 1996	PROTEST AFTER AWARD
FAR 52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
FAR 52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
FAR 52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
FAR 52.236-18	APR 1984	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS
FAR 52.236-19	APR 1984	ORGANIZATION AND DIRECTION OF WORK
FAR 52.237-3	JAN 1991	CONTINUITY OF SERVICES
FAR 52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
FAR 52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
FAR 52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
FAR 52.242-13	JUL 1995	BANKRUPTCY DEVIATION
FAR 52.243-1	APR 1984	CHANGES – FIXED PRICE ALTERNATE I
FAR 52.243-3	SEP 2000	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS
FAR 52.243-7	APR 1984	NOTIFICATION OF CHANGES
FAR 52.244-2	OCT 2010	SUBCONTRACTS
FAR 52.244-2	OCT 2010	SUBCONTRACTS (MAR 2005) ALTERNATE I
FAR 52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
FAR 52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
FAR 52.245-1	APR 2012	GOVERNMENT PROPERTY
FAR 52.245-2	APR 2012	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES
FAR 52.245-9	APR 2012	USE AND CHARGES
FAR 52.246-4	AUG 1996	INSPECTION OF SERVICES (FIXED PRICE)
FAR 52.246-11	FEB 1999	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT
FAR 52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
FAR 52.247-64	FEB 2006	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS
FAR 52.247-67	FEB 2006	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT
FAR 52.248-1	OCT 2010	VALUE ENGINEERING
FAR 52.249-2	APR 2012	TERMINATION FOR CONVENIENCE (FIXED PRICE)
FAR 52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
FAR 52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) ALTERNATE I (SEP 1996)
FAR 52.249-8	APR 1984	DEFAULT (FIXED PRICE SUPPLY AND SERVICES)
FAR 52.249-14	APR 1984	EXCUSABLE DELAYS
FAR 52.250-1	APR 1984	INDEMNIFICATION UNDER PUBLIC LAW 85-804
FAR 52.251-1	APR 2012	GOVERNMENT SUPPLY SOURCES
FAR 52.252-2	FEB 1998	CLAUSES INCORPORATED BY REFERENCE
FAR 52.252-4	APR 1984	ALTERATIONS IN CONTRACT
FAR 52.252-6	APR 1984	AUTHORIZED DEVIATIONS IN CLAUSES
FAR 52.253-1	JAN 1991	COMPUTER GENERATED FORMS
EP 52.000-000	NOV 1994	NOTICE REGARDING PROHIBITED SUBCONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACT
EP 52.219-110	APR 1990	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS
EP 52.219-115	JUL 1991	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES
EP 52.222-120		PAYROLLS AND BASIC RECORDS
EP 52.242-310	OCT 1991	ANNUAL ALLOCATION OF NON-SITE COSTS

Contract Clauses Incorporated by Reference and Applying to All ERRS Purchase Orders and Subcontracts

NUMBER	DATE	TITLE
EP-S 97-1	MAY 1999	ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
EPAAR 1552.203-71	AUG 2000	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
EPAAR 1552.208-70	DEC 2005	PRINTING
EPAAR 1552.209-71	MAY 1994	ORGANIZATIONAL CONFLICTS OF INTEREST
EPAAR 1552.209-73	MAY 1994	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL
EPAAR 1552.209-74	APR 2004	LIMITATION OF FUTURE CONTRACTING (TCRR) ALTERNATE
EPAAR 1552.211-79	JAN 2012	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT
EPAAR 1552.216-72	APR 1984	ORDERING-BY DESIGNATED ORDERING OFFICERS
EPAAR 1552.227-76	MAY 1994	PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT
EPAAR 1552.229-70	NOV 1989	STATE AND LOCAL TAXES
EPAAR 1552.232-70	JUN 1996	SUBMISSION OF INVOICES
EPAAR 1552.232-73	OCT 2000	PAYMENTS-FIXED RATE SERVICES CONTRACT
EPAAR 1552.235-70	APR 1984	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
EPAAR 1552.235-71	APR 1984	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
EPAAR 1552.235-77	DEC 1997	DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
EPAAR 1552.235-78	DEC 1997	CONFIDENTIAL BUSINESS INFORMATION
EPAAR 1552.235-79	APR 1996	RELEASE OF SUBCONTRACTOR CONFIDENTIAL BUSINESS INFORMATION
EPAAR 1552.237-74	APR 1984	CONFIDENTIAL BUSINESS INFORMATION
EPAAR 1552.237-75	APR 1984	DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT
EPAAR 1552.242-70	APR 1984	CONFIDENTIAL BUSINESS INFORMATION
EPAAR 1552.245-70	SEP 2009	CONFIDENTIAL BUSINESS INFORMATION

AFFIRMATIVE ACTION / EQUAL OPPORTUNITY

- ☐ The equal opportunity clause prescribed by Executive Order 11246, as amended by Executive Order 11375, as implemented in Title 41 CFR, Section 60-1.4 is incorporated herein by specific reference and is applicable to orders amounting to \$10,000 or more.
- ☐ The affirmative action clause prescribed by the Vietnam Era Readjustment Assistance Act of 1974 and set forth in Title 41, CFR, Section 60-250.4 relating to the affirmation action program for disabled veterans and veterans for the Vietnam Era is incorporated herein by specific reference.
- ☐ The minority business enterprise's requirements of Executive Order 11625 are incorporated herein by specific reference.
- ☐ The affirmative action clause prescribed by Executive Order 11758 and set forth in Title 41 CFR, Section 60-741.4 relating to the affirmative action program for the handicapped is incorporated herein by specific reference.

CERTIFICATIONS

- ☐ Occupational Safety and Health Act: Contractor shall observe and comply with the Federal Occupational Safety and Health Act of 1970 and with all safety and health standards promulgated by the Secretary of Labor under authority therefore, and with all applicable state occupational safety and health laws and regulations. Contractor and any subcontractor hereunder shall not require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and safety. This provision shall also be included in any contracts with subcontractors.
- ☐ Affirmative Action Plan: If Contractor has 50 or more employees and the contracts of Sale are in an amount of \$50,000 or more, the Contractor may be required under Section 60-1.40 of Title 41 CFR to develop a written affirmative action compliance program for each of its establishments. If the Contractor is so required, it agrees to do so within 120 days from the commencement of a contract and maintain such program until such time as it is no longer required by law or regulation.

PROHIBITION OF SEGREGATED FACILITIES

- ☐ Segregated Facilities: As used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employees custom. The term does not include separate or single user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- ☐ The Subcontractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where

segregated facilities are maintained. The Subcontractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

- ☐ This clause shall be included in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

REPORTING OF EXECUTIVE COMPENSATION AND FIRST – TIER SUBCONTRACT AWARDS UNDER THE FEDERAL ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 AMENDED (FAR 52.204-10)

- ☐ The rule applies to all contracts valued at \$25,000 or more, including commercial item contracts, commercially available off-the-shelf (COTS) item contracts, and contracts with small business concerns.
- ☐ Both prime contractors and first-tier subcontractors must report the names and total compensation of their five highest compensated executives, if during the preceding completed fiscal year, the contractor received:
 - ☐ 80% or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants and (sub grants) and cooperative agreements; **AND**
 - ☐ The company received \$25 million or more of its annual gross revenues from Federal contracts and (subcontracts), loans, grants (and sub grants) and cooperative agreements; **AND**
 - ☐ The company does not already publicly report executive compensation through SEC or IRS; **AND**
 - ☐ This contract or subcontract is valued at \$25,000.00 or more;
- ☐ Any contractor or subcontractor meeting all four of the above criteria **must** report its executive compensation.
- ☐ Prime contractors are responsible for reporting subcontractor executive compensation information via the FSRS system.

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
(NON-COMMERCIAL ITEMS – GOVERNMENT PROGRAMS)**

The offeror represents and certifies as part of its proposal / quotation that: (Check or complete all applicable boxes or blocks);

1. Taxpayer Identification (FAR 52.204-3)

A. Definitions:

Common parent, as used in this solicitation provision, means that corporate entity that owns or controls an affiliate group of corporations that file its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or Employer Identification Number.

B. All offerors must submit the information required in paragraphs (D) through (F) of this provision to comply with debt collection requirements of 31 U.S.C. 770(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in 31 percent reductions of payment otherwise due under the contract.

C. The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offerors relationship with the government (31 U.S.C. 7701(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offerors TIN.

D. Taxpayer Identification Number (TIN).

- i. * TIN: _____
- ii. * TIN has been applied for: _____
- iii. * TIN is not required because: _____
- iv. * Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
- v. * Offeror is an agency or instrumentality of a foreign government;
- vi. * Offeror is an agency or instrumentality of a Federal, state or local government;
- vii. * Other. State basis: _____

E. Type of Organization.

- i. * Sole proprietorship
- ii. * Partnership
- iii. * Corporate Entity (not Tax-Exempt)
- iv. * Corporate Entity (Tax-Exempt)
- v. * Government Entity (Federal, State or Local)
- vi. * International Organization per 26 CFR 1.6049-4
- vii. * Other. _____

F. Common Parent.

- i. * Offeror is not owned or controlled by a common parent as defined in paragraph A of this provision or
- ii. * Name and TIN of Common Parent: _____

2. Certification Regarding Debarment, Suspension, Etc. (FAR 52.209-5)

The offeror certifies, to the best of its knowledge and belief, that:

A. The offeror and / or any of its principals:

- i. Are * Are not *, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

- ii. Have * Have not *, with-in a 3-year period-preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract, violation of federal or state antitrust statutes relating to the submission of offerors; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and,
- iii. Are * Are not *, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the above offenses.

B. The offeror has * has not *, within a 3-year period preceding this offer, had one of more federally-funded contracts/subcontracts terminated for default.

3. Small-Business Program Representations (FAR 52.219-1) (May 2001) (see definitions below)

- A. The small business size standard is _____
- B. The offeror represents as part of its offer that it * is, * is not a small business concern.
- C. *(Complete only if the offeror is a small business concern as indicated in 3.A.ii)*
The offeror represents as part its offer that it * is, * is not a women-owned small business concern.
- D. *(Complete only if the offeror is a small business concern as indicated in 3.A.ii)*
The offeror represents as part of its offer that * is, * is not veteran-owned small business concern.
- E. *(Complete only if the offeror is a small business concern as indicated in 3.A.ii)*
The offeror represents as part of its offer that * is, * is not a service-disabled veteran-owned small business concern.

F. Definitions:

Small business concern;

A concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121.

Women-owned small business concern;

- 1. Business is a small business concern and,
- 2. Not less than 51 percent of which is owned by one or more women or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more women; and,
- 3. The management and daily business operations of which are controlled by one or more women.

Veteran-owned small business concern;

- 1. Business is a small business concern and,
- 2. Not less than 51 percent of which is owned by one or more veterans as defined in 38 U.S.C. 101(2) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and,
- 3. The management and daily business operations of which are controlled by one or more veterans.

Service-disabled veteran-owned small business concern;

- 4. Business is a small business concern and,
 - 5. Not less than 51 percent of which is owned by one or more service-disable veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disable veterans; and,
 - 6. The management and daily business operations of which are controlled by one or more service-disable veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran and
 - 7. Service-disable veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:

- 1. Be punished by imposition of fine, imprisonment, or both;
- 2. Be subject to administrative remedies, including suspension and debarment; and
- 3. Be ineligible for participation in program conducted under the authority of the Act.

HUBZone *(Complete only if the offeror is a small business concern as indicated in 3.A.ii).*

The offeror represents, as part of its offer, that;

- A. It is * It is not * a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- B. It is * It is not * a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.
- C. Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.
- D. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- E. Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision).

The offeror shall check the category in which its ownership falls:

- _____ Black American
- _____ Hispanic American
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians)
- _____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

5. Historically Black College or University and Minority Institution Representation (FAR 52.226-2);

- A. Definition as used in this provision: Historically black college or university means an institution determined by the Secretary of Deduction to meet the requirement of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirement of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

- B. The offeror represents that:

It is * It is not * a historically black college or university;

It is * It is not * a minority institution.

Previous Contracts and Compliance Reports (FAR 52.222-22) (\$10,000 and 50 or more Employees)

The offeror represents that:

- A. It has * It has not * participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- B. It has * It has not * filed all required compliance reports; and,
- C. Representations-indicating submission of required reports, signed by the offerors proposed subcontractors, will be obtained before subcontract award.

6. Affirmative Action Compliance (FAR 52.222-25) (\$10,000 and 50 or more Employees)

The offeror represents that:

- A. It has * developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 602); or

- B. It * has not previously had contracts/subcontract subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
7. Clean Air and Water Certification (FAR 52.223-1) (\$100,000)
The offeror certifies that:
- A. Any facility to be used in the performance of this proposed subcontract is * , is not * listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
 - B. The offeror will immediately notify the Contractor, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the offeror proposes to use for the performance of the subcontract is under consideration to be listed on the EPA List of Violating Facilities; and,
 - C. The offeror will include a certification substantially the same as this certification, including this paragraph, in every non-exempt sub-subcontract.
8. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (FAR 52.203-11) (\$100,000)
- A. The definitions and prohibitions contained in this clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
 - B. The offeror, by signing its offer, hereby certifies, to the best of its knowledge and belief, that on or after December 23, 1989:
 - i. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of, Congress, an officer or employee of Congress, or an employee of a member of Congress, on his or her behalf, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - ii. If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, on his or her behalf, in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form LL, Disclosure of Lobbying Activities, to the Contractor; and,
 - iii. The offeror will include the language of this certification in all subcontract awards at any tier and require that all recipients of the subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
 - C. Submission of this certification and disclosure is a pre-requisite for making or entering into this subcontract imposed by Section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
9. Disclosure of Ownership or Control by the Government of a Terrorist Country (DEARS 252.209-7001) (SEP 1994)
- A. Definitions. As used in this provision:
 - i. A Government of a terrorist country includes the state and the government of a terrorist county, as well as any political subdivision, agency or instrumentality thereof.
 - ii. A terrorist county means a county determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. A.P. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
 - iii. A significant interest means:
 - a. Ownership of or beneficial interest in 5 percent or more of the firms or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firms securities in a nominee shares, a
 - b. Holding a management position in the firm, such as director or officer;
 - c. Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
 - d. Ownership of 10 percent or more of the assets of a firm such as equipment, real estate, or other tangible assets of the firm; or
 - e. Holding 50 percent or more of the indebtedness of a firm.
 - B. Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm of subsidiary, unless a waiver is granted by the Secretary of Defense.



C. Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary, the disclosure shall include:

- a. Identification of each government holding significant interest; and
- b. A description of the significant interest held by each government.

10. Prohibition on Obligating or Awarding Federal Funds to ACORN

The offeror certifies, to the best of its knowledge and belief, that:

A. The offeror and / or any of its principals:

- i. Are * Are not *, presently affiliated with ACORN, any of its affiliates, subsidiaries, or allied organizations.
- ii. The offeror agrees to comply with to comply with section 163 of the Continuing Appropriations Resolutions, 2010, Division B of Pub. L No. 111-68 (CR), which states
 - 1. SEC. 163 None of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations.

This is to certify, to the best of my knowledge and belief that the representations and certifications made herein by the offeror are accurate and current as of the date indicated below.

Offeror: _____

Address: _____

Email: _____

Phone Number: _____ **Fax Number:** _____

Name of Person Authorized to Sign: _____
(Printed)

Signature: _____ **Date:** _____

SUBCONTRACTOR CONFLICT OF INTEREST CERTIFICATION

I hereby certify that to the best of my knowledge, my company has reported to Environmental Restoration, LLC any known conflicts of interest, whether organizational or personal, associated with this work assignment/task order/delivery order.

Company Name: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

CONFIDENTIALITY AGREEMENT

I, recognize that during my employment, I may perform work in accordance with the Environmental Protection Agency ("EPA") Contracts where I may have access to data, either provided by the Government or generated during the project, which is of a sensitive nature and which would not be released to the public without EPA approval.

Therefore I agree NOT to disclose, either in whole or in part, to any entity external to EPA, the Department of Justice or to Environmental Restoration LLC, any information or technical data provided by the Government or generated by Subcontractor personnel; any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer.

This agreement shall last for the life of the contract and to continue for a period of five (5) year after the completion of the contract.

Dated this day of _____, 20____.

Offeror: _____

Email: _____

Phone Number: _____ Fax Number: _____

Name of Person Authorized to Sign: _____
(Printed)

Signature: _____ Date: _____

REPORTING OF EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTOR AWARDS UNDER THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

As a prime contractor to the U. S. Government, in accordance with Public Law 109-282, U.S.C. § 6101 and FAR 52.204-10, ER is required to obtain and post information at www.fsrs.gov regarding all first-tier subcontracts meeting the criteria listed below:

- ☐ Both prime contractors and first-tier subcontractors must report the names and total compensation of their five highest compensated executives (*executives including officers, managing partners or any other employees in management positions*), if **during the preceding completed fiscal year**, the sub received:
 - A. 80% or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants and (sub grants) and cooperative agreements; **AND**
 - B. The company received \$25 million or more of its annual gross revenues from Federal contracts and (subcontracts), loans, grants (and sub grants) and cooperative agreements; **AND**
 - C. The company does not already publicly report executive compensation through SEC or IRS; **AND**
 - D. This contract or subcontract is valued at \$25,000.00 or more;
- ☐ Any contractor or subcontractor meeting all of the above criteria **must** report its executive compensation.

If subcontracts meet the above criteria and are not exempt, ER must gather subcontractor's information of the following and post to the www.fsrs.gov. Please be aware that all information collected on the FSRS website will be visible on a public website at www.USASpending.gov.

Required information is as follows:

- ☐ The name and DUNS Number of the subcontractor and its parent
- ☐ The date and amount of the subcontract award
- ☐ A general description of the products or services
- ☐ The subcontract number
- ☐ The subcontractor's address and place of performance
- ☐ The the names and total compensation of their five highest compensated executives (*executives including officers, managing partners or any other employees in management positions*).
- ☐ The prime contract and order number
- ☐ The applicable NAICS code

Therefore the following page will document the required information.

In order to comply with government regulations this company requires these documents be requested from government and non government vendors on an equal basis.

We want you to receive payment as soon as possible, but we regret that we cannot release payment until all needed items and signatures are received.

Please complete the certification below and return with your bid. Additionally please sign and date the certification.

SECTION 1				
Legal Company Name of Company				
Company Reports to the SEC?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Parent Company Name				
DUNS No.			NAICS Code	
Congressional Zone				
Subcontractor Address				
Street Address				
City, State & Zip Code				
	(City)	(ST)	(Zip)	
SECTION 2				
The subcontract is valued at \$25,000.00 or more; AND	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
The company received 80% or more of its annual revenues in the preceding year from Federal funds, AND	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
The company received \$25 million or more of its annual gross revenues in the preceding year from federal funds; AND	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
The company does not already publicly report executive compensation through SEC	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If all Section 2 are checked yes, please complete Section 3. If any of Section 2 are checked no, skip to Section 4.				
SECTION 3				
Names and Total Compensation of the Top Five Executives				
	(Legal Name)		(Total Annual Compensation)	
	(Legal Name)		(Total Annual Compensation)	
	(Legal Name)		(Total Annual Compensation)	
	(Legal Name)		(Total Annual Compensation)	
SECTION 4				
Printed Name of Authorized Representative	Signature		Date	



When submitting your invoice(s), please note the following information:

- ER job code / PO# must be on all invoices
- Do not send multiple invoices to any office / Response Manager / Field Cost Accountant
- ALL invoices (1 copy ONLY) are to be mailed / submitted to:

Environmental Restoration, LLC

Attention: AP Department

1666 Fabick Drive

Fenton, MO 63026

OR

APDropbox@erllc.com

Please help ensure the payment terms of the RFQ are maintained by following the guidelines above for timely invoice payment.

Other information helpful for timely payment:

- ER job site name
- ER job site address
- Name of person that ordered product or service



ENVIRONMENTAL RESTORATION, LLC

USEPA REGION 8
Request for Proposal GK8-77
Interim Water Treatment System
Due Date August 26, 2015

Attachment E
ER BOND FORMAT

Bond # _____

SUBCONTRACT PAYMENT BOND

KNOW ALL BY THESE PRESENTS, That we, _____

(Here insert the name and address, or legal title, of the Subcontractor)

As Principal, herein called Principal, and _____, a corporation
of the state of _____, as Surety, herein called Surety, are held and firmly
bound unto _____

(Here insert the name and address, or legal title of the General Contractor)

as Obligee, in the amount of _____
Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a subcontract with
Obligee for _____

_____ which subcontract is by reference made a part hereof, and is referred to as subcontract.

NOW, THEREFOR, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payment to all Claimants
as herein defined, for all labor and material used or reasonably required for use in the performance of the Subcontract, then this obligation
shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A Claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for
use in the performance of the contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined,
who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's
work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond in th Claimant's own
name for such sums as may be justly due Claimant.
- (3) No suit or action shall be commenced hereunder by any Claimant:
 - (a) Unless Claimant shall have given written notice to any two of the following: The Principal, the Obligee, or the Surety above
named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the
materials for which said claim is made.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Subcontract.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the
project, or any part thereof, is situated, or in the United States District court for the district in which the project, or any part
thereof, is situated and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____.

In the presence of:

(Seal)
Principal

By _____

Surety

By _____
Attorney-in-Fact

Bond # _____

SUBCONTRACT PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, That we, _____

(Here insert the name and address, or legal title, of the Subcontractor)

As Principal, herein called Principal, and _____, a corporation
of the state of _____, as Surety, herein called Surety, are held and firmly
bound unto _____

(Here insert the name and address, or legal title of the General Contractor)

as Obligee, in the amount of _____
Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a subcontract with
Obligee for _____

_____ which subcontract is by reference made a part hereof, and is referred to as subcontract.

NOW, THEREFOR, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said subcontract, then this obligation shall be null and void; otherwise to remain in full force and effect.

The Surety hereby waives notice of any modification or amendment to the Subcontract made in accordance with the terms thereof, and any alteration or extension of time made by or through the General Contractor.

Whenever Principal shall be, and be declared by Obligee to be in default under the subcontract, the Obligee having performed Obligee's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee, may arrange for the performance of Principal's obligation under the subcontract subject to the provisions of paragraph 3 herein;
- (3) The balance of the subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the subcontract. If completed by the Obligee, and the reasonable cost exceeds the balance of the subcontract price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the subcontract. The term "balance of the subcontract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the subcontract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the subcontract.

Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this _____ day of _____.

In the presence of:

(Seal)
Principal

By _____

Surety

By _____
Attorney-in-Fact



ENVIRONMENTAL RESTORATION, LLC

USEPA REGION 8
Request for Proposal GK8-77
Interim Water Treatment System
Due Date August 26, 2015

ATTACHMENT F
WAGE DETERMINATIONS

SCA WD

WD 05-2083 (Rev.-18) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2083
Revision No.: 18
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Colorado

Area: Colorado Counties of Alamosa, Archuleta, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Gunnison, Hinsdale, Huerfano, Kiowa, La Plata, Lake, Las Animas, Mesa, Mineral, Moffat, Montezuma, Montrose, Otero, Ouray, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.52
01012 - Accounting Clerk II		12.81
01013 - Accounting Clerk III		14.04
01020 - Administrative Assistant		18.72
01040 - Court Reporter		14.92
01051 - Data Entry Operator I		11.03
01052 - Data Entry Operator II		12.32
01060 - Dispatcher, Motor Vehicle		18.65
01070 - Document Preparation Clerk		12.91
01090 - Duplicating Machine Operator		12.91
01111 - General Clerk I		10.64
01112 - General Clerk II		11.61
01113 - General Clerk III		13.03
01120 - Housing Referral Assistant		15.89
01141 - Messenger Courier		11.40
01191 - Order Clerk I		11.32
01192 - Order Clerk II		12.35
01261 - Personnel Assistant (Employment) I		13.80
01262 - Personnel Assistant (Employment) II		15.44
01263 - Personnel Assistant (Employment) III		17.22
01270 - Production Control Clerk		19.53
01280 - Receptionist		11.54
01290 - Rental Clerk		12.33
01300 - Scheduler, Maintenance		12.74
01311 - Secretary I		12.74
01312 - Secretary II		14.92
01313 - Secretary III		15.89

01320 - Service Order Dispatcher	17.03
01410 - Supply Technician	18.72
01420 - Survey Worker	12.94
01531 - Travel Clerk I	11.73
01532 - Travel Clerk II	12.56
01533 - Travel Clerk III	13.26
01611 - Word Processor I	12.15
01612 - Word Processor II	13.64
01613 - Word Processor III	15.26
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.17
05010 - Automotive Electrician	20.69
05040 - Automotive Glass Installer	18.99
05070 - Automotive Worker	18.99
05110 - Mobile Equipment Servicer	15.65
05130 - Motor Equipment Metal Mechanic	20.69
05160 - Motor Equipment Metal Worker	18.99
05190 - Motor Vehicle Mechanic	18.88
05220 - Motor Vehicle Mechanic Helper	14.74
05250 - Motor Vehicle Upholstery Worker	18.68
05280 - Motor Vehicle Wrecker	18.99
05310 - Painter, Automotive	20.09
05340 - Radiator Repair Specialist	18.99
05370 - Tire Repairer	11.61
05400 - Transmission Repair Specialist	18.81
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.56
07041 - Cook I	11.26
07042 - Cook II	12.87
07070 - Dishwasher	8.60
07130 - Food Service Worker	9.39
07210 - Meat Cutter	14.92
07260 - Waiter/Waitress	10.13
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.17
09040 - Furniture Handler	11.69
09080 - Furniture Refinisher	18.57
09090 - Furniture Refinisher Helper	13.96
09110 - Furniture Repairer, Minor	16.20
09130 - Upholsterer	17.22
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.24
11060 - Elevator Operator	11.20
11090 - Gardener	16.10
11122 - Housekeeping Aide	10.13
11150 - Janitor	11.20
11210 - Laborer, Grounds Maintenance	12.66
11240 - Maid or Houseman	8.63
11260 - Pruner	11.48
11270 - Tractor Operator	15.21
11330 - Trail Maintenance Worker	12.66
11360 - Window Cleaner	12.34
12000 - Health Occupations	
12010 - Ambulance Driver	17.99
12011 - Breath Alcohol Technician	17.53
12012 - Certified Occupational Therapist Assistant	22.82
12015 - Certified Physical Therapist Assistant	19.49
12020 - Dental Assistant	14.83
12025 - Dental Hygienist	32.70
12030 - EKG Technician	26.91
12035 - Electroneurodiagnostic Technologist	26.91
12040 - Emergency Medical Technician	17.99

12071 - Licensed Practical Nurse I	15.87
12072 - Licensed Practical Nurse II	17.75
12073 - Licensed Practical Nurse III	19.79
12100 - Medical Assistant	13.58
12130 - Medical Laboratory Technician	15.87
12160 - Medical Record Clerk	14.08
12190 - Medical Record Technician	16.04
12195 - Medical Transcriptionist	15.37
12210 - Nuclear Medicine Technologist	39.01
12221 - Nursing Assistant I	9.13
12222 - Nursing Assistant II	10.26
12223 - Nursing Assistant III	11.20
12224 - Nursing Assistant IV	12.57
12235 - Optical Dispenser	13.97
12236 - Optical Technician	15.87
12250 - Pharmacy Technician	13.47
12280 - Phlebotomist	12.57
12305 - Radiologic Technologist	25.98
12311 - Registered Nurse I	23.56
12312 - Registered Nurse II	28.83
12313 - Registered Nurse II, Specialist	28.83
12314 - Registered Nurse III	34.88
12315 - Registered Nurse III, Anesthetist	34.88
12316 - Registered Nurse IV	41.79
12317 - Scheduler (Drug and Alcohol Testing)	21.72
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.28
13012 - Exhibits Specialist II	21.40
13013 - Exhibits Specialist III	26.18
13041 - Illustrator I	17.28
13042 - Illustrator II	21.40
13043 - Illustrator III	26.18
13047 - Librarian	23.71
13050 - Library Aide/Clerk	13.76
13054 - Library Information Technology Systems Administrator	21.40
13058 - Library Technician	16.30
13061 - Media Specialist I	13.61
13062 - Media Specialist II	16.31
13063 - Media Specialist III	18.18
13071 - Photographer I	13.93
13072 - Photographer II	15.58
13073 - Photographer III	19.30
13074 - Photographer IV	23.61
13075 - Photographer V	29.12
13110 - Video Teleconference Technician	15.45
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.86
14042 - Computer Operator II	15.50
14043 - Computer Operator III	17.92
14044 - Computer Operator IV	19.93
14045 - Computer Operator V	22.07
14071 - Computer Programmer I	16.10
14072 - Computer Programmer II	19.95
14073 - Computer Programmer III	24.40
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	26.06
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.68
14160 - Personal Computer Support Technician	19.93
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	26.06
15020 - Aircrew Training Devices Instructor (Rated)	31.53
15030 - Air Crew Training Devices Instructor (Pilot)	37.45
15050 - Computer Based Training Specialist / Instructor	26.06
15060 - Educational Technologist	23.25
15070 - Flight Instructor (Pilot)	37.45
15080 - Graphic Artist	20.15
15090 - Technical Instructor	16.56
15095 - Technical Instructor/Course Developer	20.26
15110 - Test Proctor	14.59
15120 - Tutor	14.59
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.81
16030 - Counter Attendant	8.81
16040 - Dry Cleaner	10.69
16070 - Finisher, Flatwork, Machine	8.81
16090 - Presser, Hand	8.81
16110 - Presser, Machine, Drycleaning	8.81
16130 - Presser, Machine, Shirts	8.81
16160 - Presser, Machine, Wearing Apparel, Laundry	8.81
16190 - Sewing Machine Operator	11.22
16220 - Tailor	11.84
16250 - Washer, Machine	9.53
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.89
19040 - Tool And Die Maker	23.09
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.20
21030 - Material Coordinator	19.53
21040 - Material Expediter	19.53
21050 - Material Handling Laborer	13.18
21071 - Order Filler	12.21
21080 - Production Line Worker (Food Processing)	13.20
21110 - Shipping Packer	13.03
21130 - Shipping/Receiving Clerk	13.03
21140 - Store Worker I	9.95
21150 - Stock Clerk	13.41
21210 - Tools And Parts Attendant	13.20
21410 - Warehouse Specialist	13.20
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.81
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.81
23023 - Aircraft Mechanic III	21.93
23040 - Aircraft Mechanic Helper	15.18
23050 - Aircraft, Painter	19.60
23060 - Aircraft Servicer	16.96
23080 - Aircraft Worker	17.78
23110 - Appliance Mechanic	18.57
23120 - Bicycle Repairer	10.55
23125 - Cable Splicer	24.89
23130 - Carpenter, Maintenance	19.30
23140 - Carpet Layer	17.45
23160 - Electrician, Maintenance	22.61
23181 - Electronics Technician Maintenance I	17.36
23182 - Electronics Technician Maintenance II	19.18
23183 - Electronics Technician Maintenance III	20.35
23260 - Fabric Worker	16.28
23290 - Fire Alarm System Mechanic	19.70
23310 - Fire Extinguisher Repairer	15.11
23311 - Fuel Distribution System Mechanic	19.70
23312 - Fuel Distribution System Operator	15.11

23370 - General Maintenance Worker	15.41
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.96
23382 - Ground Support Equipment Worker	17.78
23391 - Gunsmith I	15.11
23392 - Gunsmith II	17.45
23393 - Gunsmith III	19.70
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.29
23430 - Heavy Equipment Mechanic	21.15
23440 - Heavy Equipment Operator	19.00
23460 - Instrument Mechanic	19.70
23465 - Laboratory/Shelter Mechanic	18.57
23470 - Laborer	13.18
23510 - Locksmith	18.57
23530 - Machinery Maintenance Mechanic	23.84
23550 - Machinist, Maintenance	17.33
23580 - Maintenance Trades Helper	13.70
23591 - Metrology Technician I	19.70
23592 - Metrology Technician II	20.81
23593 - Metrology Technician III	21.93
23640 - Millwright	20.86
23710 - Office Appliance Repairer	18.57
23760 - Painter, Maintenance	16.91
23790 - Pipefitter, Maintenance	21.35
23810 - Plumber, Maintenance	18.96
23820 - Pneudraulic Systems Mechanic	19.70
23850 - Rigger	19.70
23870 - Scale Mechanic	17.45
23890 - Sheet-Metal Worker, Maintenance	18.71
23910 - Small Engine Mechanic	17.45
23931 - Telecommunications Mechanic I	24.80
23932 - Telecommunications Mechanic II	25.11
23950 - Telephone Lineman	19.70
23960 - Welder, Combination, Maintenance	15.85
23965 - Well Driller	19.70
23970 - Woodcraft Worker	19.70
23980 - Woodworker	15.11
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.22
24580 - Child Care Center Clerk	14.28
24610 - Chore Aide	9.09
24620 - Family Readiness And Support Services Coordinator	13.54
24630 - Homemaker	15.53
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.31
25040 - Sewage Plant Operator	20.00
25070 - Stationary Engineer	26.31
25190 - Ventilation Equipment Tender	18.65
25210 - Water Treatment Plant Operator	19.64
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.13
27007 - Baggage Inspector	13.69
27008 - Corrections Officer	20.87
27010 - Court Security Officer	20.47
27030 - Detection Dog Handler	15.31
27040 - Detention Officer	20.87
27070 - Firefighter	19.16
27101 - Guard I	13.69

27102 - Guard II	15.31
27131 - Police Officer I	22.09
27132 - Police Officer II	24.56
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.62
28042 - Carnival Equipment Repairer	13.42
28043 - Carnival Equipment Worker	9.68
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.39
28515 - Recreation Specialist	17.64
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	15.16
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.93
29020 - Hatch Tender	17.93
29030 - Line Handler	17.93
29041 - Stevedore I	16.28
29042 - Stevedore II	19.07
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	14.61
30022 - Archeological Technician II	16.37
30023 - Archeological Technician III	20.26
30030 - Cartographic Technician	20.10
30040 - Civil Engineering Technician	20.81
30061 - Drafter/CAD Operator I	14.73
30062 - Drafter/CAD Operator II	16.47
30063 - Drafter/CAD Operator III	18.37
30064 - Drafter/CAD Operator IV	21.94
30081 - Engineering Technician I	11.83
30082 - Engineering Technician II	14.62
30083 - Engineering Technician III	16.36
30084 - Engineering Technician IV	20.24
30085 - Engineering Technician V	24.76
30086 - Engineering Technician VI	29.95
30090 - Environmental Technician	20.10
30210 - Laboratory Technician	19.70
30240 - Mathematical Technician	20.10
30361 - Paralegal/Legal Assistant I	16.39
30362 - Paralegal/Legal Assistant II	20.32
30363 - Paralegal/Legal Assistant III	24.86
30364 - Paralegal/Legal Assistant IV	30.07
30390 - Photo-Optics Technician	20.10
30461 - Technical Writer I	18.77
30462 - Technical Writer II	22.95
30463 - Technical Writer III	27.76
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	17.81
Surface Programs	
30621 - Weather Observer, Senior (see 2)	19.90
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.10
31030 - Bus Driver	14.54
31043 - Driver Courier	13.75

31260 - Parking and Lot Attendant	10.22
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	12.66
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	14.94
31363 - Truckdriver, Heavy	16.01
31364 - Truckdriver, Tractor-Trailer	16.01
99000 - Miscellaneous Occupations	
99030 - Cashier	9.49
99050 - Desk Clerk	10.20
99095 - Embalmer	23.64
99251 - Laboratory Animal Caretaker I	14.39
99252 - Laboratory Animal Caretaker II	15.11
99310 - Mortician	23.64
99410 - Pest Controller	17.00
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	12.21
99711 - Recycling Specialist	14.58
99730 - Refuse Collector	11.08
99810 - Sales Clerk	11.58
99820 - School Crossing Guard	11.72
99830 - Survey Party Chief	15.86
99831 - Surveying Aide	12.05
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	14.58
99841 - Vending Machine Repairer	18.22
99842 - Vending Machine Repairer Helper	14.58

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

CBI/Ex. 4

CBI/Ex. 4

CBI/Ex. 4

CBI/Ex. 4

CBI/Ex. 4

CBI/Ex. 4

CBI/Ex. 4

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



Attachment G
CURRENT MINE DISCHARGE DATA

Gold King Mine Discharge Water Chemistry – Dissolved Metals			
	8/10/2015	8/13/2015	8/15/2015
Aluminum (ug/L)	35,000	36,000	34,000
Antimony (ug/L)	0.5 J	10	3.7
Arsenic (ug/L)	3.7	140	44
Barium (ug/L)	8.9	12	8.6
Beryllium (ug/L)	11	11	11
Cadmium (ug/L)	65	66 B	82
Calcium (ug/L)	380,000	360,000	370,000 B
Chromium (ug/L)	2.7	8.6	5.5
Cobalt (ug/L)	110	110	110
Copper (ug/L)	6000 E	6100 E	4600 E
Iron (ug/L)	120,000	370,000	150,000
Lead (ug/L)	32	78	42
Magnesium (ug/L)	33,000	26,000	27,000
Manganese (ug/L)	33,000 E	34,000 E	36,000
Mercury (ug/L)	0.08 U	0.08 U	0.08 U
Molybdenum (ug/L)	0.84 J	16	4.2
Nickel (ug/L)	72	69	69
Potassium (ug/L)	2700	2700	2400
Selenium (ug/L)	1.7 JB	4.8	4.7 B ^
Silver (ug/L)	0.1 U	0.33 J	0.1 J
Sodium (ug/L)	3900	480 U	5300
Thallium (ug/L)	0.32	0.35	0.29
Vanadium (ug/L)	2	87	38
Zinc (ug/L)	25,000 E	26,000 E	20,000 E

E Result Exceeded sample range

U The analyte was analyzed for but not detected

J The result is less than the reporting limit but greater than or equal to the MDL and the concentration is an approximate value.

B Compound was found in the blank and the sample

^ Instrument related QC is outside acceptance limits.

Gold King Mine Discharge Water Chemistry – Total Metals and Miscellaneous			
	8/10/2015	8/13/2015	8/15/2015
Alkalinity (mg/L)	NA	5 U	5 U
Aluminum (ug/L)	38,000	36,000	33,000
Antimony (ug/L)	4.3	9.4	0.62 J
Arsenic (ug/L)	49	130 B	5.5
Barium (ug/L)	9.5	11 B	8.7
Beryllium (ug/L)	11	11	11
Cadmium (ug/L)	67	68	85
Calcium (ug/L)	380,000	380,000	380,000 B
Chloride (mg/L)	NA	0.34 J	0.36 J
Chromium (ug/L)	5.7	7 ^	3
Cobalt (ug/L)	120	110	110
Copper (ug/L)	6300 E	6000 E	4600 E
Fluoride (mg/L)	NA	11	10
Iron (ug/L)	190,000	310,000	120,000
Lead (ug/L)	51	69	29
Magnesium (ug/L)	28,000	28,000	27,000
Manganese (ug/L)	34,000 E	35,000 E	36,000
Mercury (ug/L)	0.08 U	0.08 U	0.08 U
Molybdenum (ug/L)	4.8	14	0.77 J
Nickel (ug/L)	74	70	72
Nitrate as N (mg/L)	NA	0.023 U	0.023 U H
pH	NA	3.06 HF	2.93 HF
Potassium (ug/L)	2900	2700	2500
Selenium (ug/L)	2.5 ^	4.3 B^	3.3 ^ B
Silver (ug/L)	0.15 J	0.3 J	0.1 U
Sodium (ug/L)	4000	4800 U	5200
Sulfate (mg/L)	NA	1600	1600
Thallium (ug/L)	0.33	0.35	0.29
Total Hardness (mg/L)	1100	1100	1100
Total Suspended Solids (mg/L)	66	NA	NA
Vanadium (ug/L)	44	71 E	2.5
Zinc (ug/L)	27,000 E	26,000	20,000 E

E Result Exceeded sample range

U The analyte was analyzed for but not detected

J The result is less than the reporting limit but greater than or equal to the MDL and the concentration is an approximate value.

B Compound was found in the blank and the sample

^ Instrument related QC is outside acceptance limits.